



## LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: June 20, 2012

Time: Closed Session 6:45 p.m.  
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

**Randi Johl, City Clerk**  
**Telephone: (209) 333-6702**

**6:55 p.m. Invocation/Call to Civic Responsibility.** Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

***NOTE:** All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.*

### **C-1 Call to Order / Roll Call**

### **C-2 Announcement of Closed Session**

- a) Conference with Steve Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Conference with Steve Schwabauer, City Attorney (Labor Negotiator), Regarding Police Mid-Managers, Lodi Police Officers Association, and Lodi Police Dispatchers Association Pursuant to Government Code §54957.6

### **C-3 Adjourn to Closed Session**

**NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.**

### **C-4 Return to Open Session / Disclosure of Action**

#### **A. Call to Order / Roll Call**

#### **B. Presentations**

- B-1 Presentation to Captain Dan Williams with the Lodi Salvation Army
- B-2 2012 National Dump the Pump Day Proclamation (PW)

#### **C. Consent Calendar (Reading; Comments by the Public; Council Action)**

- C-1 Receive Register of Claims in the Amount of \$5,256,171.41 (FIN)
- C-2 Approve Minutes (CLK)
  - a) June 5, 2012 (Shirtsleeve Session)
  - b) June 6, 2012 (Regular Meeting)
- C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for the City Hall Parking Lot Reconstruction Project (PW)
- C-4 Approve Specifications and Authorize Advertisement for Bids for Surface Water Treatment and Well Facilities Chemical Supply Contracts (PW)

- Res. C-5 Adopt Resolution Rejecting All Bids, Approving Plans and Specifications and Authorizing Re-Advertisement for Bids for Well 6R Granular Activated Carbon Treatment System (PW)
- Res. C-6 Adopt Resolution Authorizing the City Manager to Execute Purchase Order with Econolite Group, Inc., of San Leandro, for Three Traffic Signal Controllers/Cabinets (\$37,122) (PW)
- Res. C-7 Adopt Resolution Authorizing the City Manager to Execute Contract with Chrisp Company, of Fremont, for Extruded Thermoplastic Lane Line Marking for Various City Streets for Fiscal Year 2012/13 (\$73,185.90) (PW)
- Res. C-8 Adopt Resolution Authorizing the City Manager to Execute Contract for 2012 Streets Crack Sealing with Graham Contractors, Inc., of San Jose (\$79,216.02) (PW)
- Res. C-9 Adopt Resolution Authorizing the City Manager to Execute Contracts for Fiscal Year 2012/13 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown Cleaning (\$46,686.00), Transit Facility Cleaning (\$38,456.50), and Hutchins Street Square Landscape Maintenance (\$27,625.13) (PW)
- Res. C-10 Adopt Resolution Authorizing the City Manager to Execute Two-Year Professional Services Agreement (\$39,840) and to Execute Agreement Extensions with Crop Production Services, of Stockton, for White Slough Water Pollution Control Facility Land Application Area Monitoring (PW)
- Res. C-11 Adopt Resolution Authorizing the City Manager to Execute One-Year Extension of Contract with Republic ITS, of Novato, for Traffic Signal Preventive Maintenance and Repair Program for Fiscal Year 2012/13 (\$17,819) (PW)
- Res. C-12 Adopt Resolution Authorizing the City Manager to Execute One-Year Extension of Contract with TruGreen LandCare, of Rancho Cordova, for Maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2012/13 (\$24,949.60) (PW)
- Res. C-13 Adopt Resolution Authorizing the City Manager to Execute One-Year Extension of Contract with Jeff Case Construction, of Galt, for Curb, Gutter, and Sidewalk Replacement (\$150,000) (PW)
- Res. C-14 Adopt Resolution Authorizing the City Manager to Execute One-Year Extension of Contract with Holt of California, of West Sacramento, for Standby Generator Maintenance and Repair (\$38,316) (PW)
- Res. C-15 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with Neil O. Anderson & Associates, of Lodi, for Construction Testing and Inspection Services (\$100,000) (PW)
- Res. C-16 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with Y & C Transportation Consultants, Inc., of Sacramento, for Design of the Ham Lane and Harney Lane Traffic Signal and Lighting Project (\$36,260) and Appropriating Funds (\$55,000) (PW)
- Res. C-17 Adopt Resolution Authorizing the City Manager to Execute Contract and to Execute Contract Extensions with West Coast Arborist, of Anaheim, for Tree Maintenance for Fiscal Year 2012/13 (\$72,900) (PW)
- Res. C-18 Adopt Resolution Authorizing the City Manager to Execute Contract with George Reed, Inc., of Modesto, for 800 Tons of Asphalt Materials for Fiscal Year 2012/13 (\$57,701) (PW)
- Res. C-19 Adopt Resolution Authorizing the City Manager to Execute Contract for 2012 Utility Frame and Cover Adjustment Project, Various Locations, with Teichert Construction, of Roseville (\$183,690), and Appropriating Funds (\$20,000) (PW)
- Res. C-20 Adopt Resolution Authorizing the Hiring of Firefighters from the Displaced Firefighter List Pursuant to Government Code Section 53270 (HR)
- Res. C-21 Adopt Resolution Approving Contract with Lodi Unified School District to Provide After School Staff Support for the Bridge Program at 13 Locations During Fiscal Year 2012/13 (\$573,980) and Appropriating Funds (\$156,612) (PRCS)



- C-22 Authorize Acceptance of Memorial Bench, Tree, and Plaque Donations at Lodi Lake Park (PRCS)
- C-23 Set Public Hearing for August 1, 2012, to: (PW)
- a) Consider Resolution Approving Master Plans for Water, Wastewater, Storm Drainage, and Bicycle;
  - b) Certify the Negative Declaration as Adequate Environmental Documentation for the Master Plans for the Water, Wastewater, Storm Drainage, and Bicycle;
  - c) Consider Resolution Approving Impact Mitigation Fee Program Report; and
  - d) Consider Resolution Approving Impact Mitigation Fee Program Schedule of Fees
- C-24 Set Public Hearing for August 1, 2012, Regarding Termination of Southwest Gateway and Westside Project Development Agreements with Frontier Community Builders, Inc. (CM)

**D. Comments by the Public on Non-Agenda Items**

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

**E. Comments by the City Council Members on Non-Agenda Items**

**F. Comments by the City Manager on Non-Agenda Items**

**G. Public Hearings**

- Res. G-1 Public Hearing to Consider Resolution Adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2012/13, and Ordering the Levy and Collection of Assessments (PW)

**H. Communications**

- H-1 Appointment to the Lodi Senior Citizens Commission (CLK)
- H-2 Monthly Protocol Account Report (CLK)

**I. Regular Calendar**

- Ord. I-1 Introduce Ordinance Amending Lodi Municipal Code Chapter 12.12 – Parks – by Repealing and (Introduce) Reenacting Article V, "Skate Parks," In Its Entirety (CA)

**J. Ordinances – None**

**K. Adjournment**

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

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Randi Johl  
City Clerk



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Presentation to Captain Dan Williams with the Lodi Salvation Army

**MEETING DATE:** June 20, 2012

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Mayor Mounce present a Resolution of Appreciation to Captain Dan Williams with the Lodi Salvation Army.

**BACKGROUND INFORMATION:** Captain Dan Williams is transferring to Alameda County and will be leaving Lodi. Mayor Mounce will present a Resolution of Appreciation to Captain Williams in gratitude for his service to the Lodi community.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None.

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Randi Johl  
City Clerk

RJ/JMR

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



## **CITY OF LODI COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Presentation of Proclamation Proclaiming June 21, 2012, as “2012 National Dump the Pump Day” in Lodi

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Presentation of proclamation proclaiming June 21, 2012, as “2012 National Dump the Pump Day” in Lodi.

**BACKGROUND INFORMATION:** The seventh annual National Dump the Pump Day is a day encouraging people to ride public transportation to save money, protect the environment, reduce our dependence on foreign oil, and improve the quality of life for all Americans. This is the second year the City of Lodi Transit has participated in the Dump the Pump Day campaign. On Thursday, June 21, 2012, City of Lodi Transit is offering free rides on the fixed routes, and the City’s transit contractor, MV Transportation, Inc., will be donating raffle prizes (transit passes).

The National Dump the Pump Day campaign provided the following statistics:

- People who ride public transportation can save, on average, more than \$10,000 per year, based on today’s gas prices, the cost of owning a car and the average unreserved parking rate.
- U.S. public transportation use reduces the country’s carbon footprint by 37 million metric tons – the equivalent of 4.9 million households using electricity in a year.
- U.S. public transportation use saves 4.2 billion gallons of gasoline per year – the equivalent of 900,000 cars filling up every day.
- Public transportation use in 439 urban areas in the United States saved 796 million hours in travel time and 303 million gallons of fuel in 2010, and, without public transportation, congestion costs would have risen by nearly \$17 billion.

A representative from the City of Lodi Transit Division and MV Transportation, Inc., will be present to accept the proclamation.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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F. Wally Sandelin  
Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Senior Traffic Engineer

FWS/PJF/pmf

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



## **CITY OF LODI COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Receive Register of Claims through May 31, 2012 in the Total Amount of \$5,256,171.41.

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Financial Services Manager

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$5,256,171.41.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$5,256,171.41 through 5/31/12. Also attached is Payroll in the amount of \$1,171,045.90.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** As per attached report.

\_\_\_\_\_  
Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

Accounts Payable  
Council Report

Page - 1  
Date - 06/06/12  
Amount

As of Thursday	Fund	Name	Amount
05/31/12	00100	General Fund	1,567,897.69
	00123	Info Systems Replacement Fund	3,629.20
	00160	Electric Utility Fund	2,338,296.68
	00161	Utility Outlay Reserve Fund	6,792.46
	00164	Public Benefits Fund	26,529.00
	00170	Waste Water Utility Fund	39,941.46
	00171	Waste Wtr Util-Capital Outlay	289,641.83
	00180	Water Utility Fund	6,217.22
	00181	Water Utility-Capital Outlay	462,600.28
	00210	Library Fund	5,422.99
	00236	LPD-OTS Grants	27.99
	00260	Internal Service/Equip Maint	20,697.46
	00270	Employee Benefits	91,853.91
	00300	General Liabilities	27.00
	00310	Worker's Comp Insurance	14,289.69
	00321	Gas Tax-2105,2106,2107	16,261.81
	00325	Measure K Funds	29,394.50
	00331	Federal - Streets	86,765.89
	00340	Comm Dev Special Rev Fund	1,169.12
	00347	Parks, Rec & Cultural Services	12,247.21
	00444	HUD-Federal Sustainable Comm	13,984.67
	00459	H U D	35,846.07
	00502	L&L Dist Z1-Almond Estates	395.03
	00503	L&L Dist Z2-Century Meadows I	249.50
	00506	L&L Dist Z5-Legacy I,II,Kirst	665.32
	00507	L&L Dist Z6-The Villas	561.37
	00509	L&L Dist Z8-Vintage Oaks	207.91
	00550	SJC Facilities Fees-Future Dev	452.34
	01211	Capital Outlay/General Fund	200.00
	01250	Dial-a-Ride/Transportation	161,886.89
	01251	Transit Capital	407.20
	01410	Expendable Trust	11,816.81
Sum			5,246,376.50
	00184	Water PCE-TCE-Settlements	84.00
	00190	Central Plume	9,710.91
Sum			9,794.91
Total Sum			5,256,171.41

## Council Report for Payroll

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Date - 06/06/12

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	05/27/12	00100	General Fund	636,916.88
		00160	Electric Utility Fund	132,413.00
		00161	Utility Outlay Reserve Fund	9,821.04
		00164	Public Benefits Fund	3,405.40
		00170	Waste Water Utility Fund	94,478.12
		00180	Water Utility Fund	3,287.44
		00210	Library Fund	29,207.61
		00235	LPD-Public Safety Prog AB 1913	923.20
		00260	Internal Service/Equip Maint	15,919.32
		00321	Gas Tax-2105,2106,2107	26,065.75
		00340	Comm Dev Special Rev Fund	24,822.01
		00346	Recreation Fund	459.00
		00347	Parks, Rec & Cultural Services	116,051.83
		01250	Dial-a-Ride/Transportation	6,794.97
Pay Period Total:				
Sum				1,100,565.57
Retiree	06/30/12	00100	General Fund	70,480.33
Pay Period Total:				
Sum				70,480.33
Pay Period Total:				
Sum				1,166,037.84



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Approve Minutes  
a) June 5, 2012 (Shirtsleeve Session)  
b) June 6, 2012 (Regular Meeting)

**MEETING DATE:** June 20, 2012

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) June 5, 2012 (Shirtsleeve Session)  
b) June 6, 2012 (Regular Meeting)

**BACKGROUND INFORMATION:** Attached are copies of the subject minutes marked Exhibit A through B, respectively.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

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Randi Johl  
City Clerk

Attachments

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, JUNE 5, 2012**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, June 5, 2012, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Discuss Potential Refinancing Opportunities (CM)

City Manager Bartlam provided an introduction to the subject matter of refinancing opportunities.

Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding refinancing opportunities. Specific topics of discussion included General Fund and Wastewater Fund bonds eligible for refinance, purpose of original issuance, initial issue and payoff dates, current debt status, proposed refunding process, estimated savings, and next steps.

In response to Council Member Johnson, Mr. Ayers stated each of the three issuances has different variable rates associated with it.

In response to Council Member Hansen, Mr. Ayers stated the refinancing will take three to six months because of the review that is needed between the bond counsel, underwriters, financial advisors, and the City Attorney.

In response to Mayor Mounce, Mr. Ayers stated the current 2023, 2034, and 2031 payoff dates for each of the three bond issues remains separate.

In response to Council Member Hansen, Mr. Bartlam confirmed that the \$2.5 million estimated savings, combined with the current \$1 million set aside, could be used for the construction of Fire Station #2 without the need for additional bonds.

In response to Mayor Mounce, Mr. Bartlam stated the current \$1 million set aside is for acquisition and design purposes for Fire Station #2 and will take several months. Mr. Bartlam stated the estimated \$2.5 million savings, if used for the fire station, will alleviate the stress associated with finding funds through borrowing for the remainder of the project.

In response to Council Member Katzakian, Mr. Bartlam stated the \$3.5 million number should be sufficient for the construction of Fire Station #2.

In response to Council Member Hansen, Mr. Bartlam stated if the refinancing does close early September, the fire station construction will likely begin in early summer next year.

In response to Council Member Johnson, Mr. Ayers stated if the close does not happen in September as anticipated, the already scheduled debt service payment in October will be made and the refinancing will occur in 2013 instead of 2012, which may affect the overall savings.



In response to Mayor Mounce, Mr. Bartlam stated the Lodi Avenue property is being appraised and reviewed for fire station project purposes.

In response to Mayor Pro Tempore Nakanishi, Mr. Bartlam stated if the estimated \$2.5 million savings was not realized from the proposed refinancing, the City was going to have to borrow the money for the fire station project.

In response to Council Member Hansen, Mr. Ayers stated a private borrowing would likely have a 3% to 4% interest rate while the proposed refinancing has a 1% to 5% interest rate with yield considerations over an extended period of time.

In response to Council Member Johnson, Mr. Ayers stated the recommendations of the financial advisors on the proposed refinancing will likely be received next week.

In response to Mayor Mounce, City Attorney Schwabauer stated Lamont Financial Services does not make additional money depending upon the recommendation because it is an independent advisor.

In response to Council Member Hansen, Mr. Ayers confirmed that different companies are stronger in specific funds and their proposals include marketing strategy for the sale of the bonds.

In response to Council Member Johnson, Mr. Schwabauer stated the percentage of the overall sale is a set figure and does not change if the City has one or multiple underwriters.

In response to Mayor Mounce, Mr. Ayers confirmed that the refinancing cannot combine all the bonds because they belong to separate funds and based on his experience he has always had a good working relationship with the individuals at JP Morgan.

Mayor Pro Tempore Nakanishi, Mayor Mounce, Council Member Katzakian, and Council Member Hansen requested information regarding the amount of debt that the City has had since 2000 to the present, which includes General Fund and Enterprise Fund debt, the percentage of the debt in comparison to the respective fund, and how that debt compares to debt carried by other cities.

In response to Ed Miller, Mr. Bartlam confirmed that the total estimated cost for Fire Station #2 is \$3.5 million, \$1 million of which is already set aside and \$2.5 million that can be realized from the refinancing savings of the General Fund debt.

In response to Myrna Wetzel, Mayor Pro Tempore Nakanishi and Council Member Hansen confirmed the City will always have some type of debt due to rising construction costs and mandates and the primary focus is how to manage that debt.

C. Comments by Public on Non-Agenda Items - None

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:40 a.m.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, JUNE 6, 2012**

**C-1    Call to Order / Roll Call**

The City Council Closed Session meeting of June 6, 2012, was called to order by Mayor Mounce at 6:05 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

**C-2    Announcement of Closed Session**

- a)    Conference with Steve Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b)    Conference with Steve Schwabauer, City Attorney (Labor Negotiator), Regarding Police Mid-Managers, Lodi Police Officers Association, and Lodi Police Dispatchers Association Pursuant to Government Code §54957.6

**C-3    Adjourn to Closed Session**

At 6:05 p.m., Mayor Mounce adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:45 p.m.

**C-4    Return to Open Session / Disclosure of Action**

At 7:00 p.m., Mayor Mounce reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

Items C-2 (a) and C-2 (b) were discussion and direction only with no reportable action.

**A.    Call to Order / Roll Call**

The Regular City Council meeting of June 6, 2012, was called to order by Mayor Mounce at 7:00 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

**B.    Presentations**

**B-1    United States Army Week Proclamation**

Mayor Mounce presented a proclamation to Lodi Station Commander Staff Sgt. Amit Singh and Staff Sgt. Kenneth Rolle proclaiming the week of June 11 - 16, 2012, as "United States Army Week" in the City of Lodi.

C. Consent Calendar (Reading; Comments by the Public; Council Action)

Council Member Johnson made a motion, second by Council Member Hansen, to approve the following items hereinafter set forth, **except those otherwise noted**, in accordance with the report and recommendation of the City Manager.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$6,835,643.95 (FIN)

Claims were approved in the amount of \$6,835,643.95.

C-2 Approve Minutes (CLK)

The minutes of May 15, 2012 (Shirtsleeve Session), May 16, 2012 (Regular Meeting), May 22, 2012 (Shirtsleeve Session), May 22, 2012 (Special Joint Meeting w/Lodi Arts Commission), and May 29, 2012 (Shirtsleeve Session) were approved as written.

C-3 Adopt Resolution Rejecting Non-Responsive Bids and Authorizing the City Manager to Execute Contract for Well 6R Granular Activated Carbon Treatment System with Conco West, Inc., of Manteca (\$667,500) (PW)

This item was pulled by staff for consideration at a future City Council meeting.

C-4 Adopt Resolution Authorizing the City Manager to Execute Contract for Grape Bowl Scoreboard Improvements with Gary's Signs, of Lodi (\$45,515), and Appropriating Funds (\$55,000) (PW)

Adopted Resolution No. 2012-71 authorizing the City Manager to execute contract for Grape Bowl Scoreboard Improvements with Gary's Signs, of Lodi, in the amount of \$45,515, and appropriating funds in the amount of \$55,000.

C-5 Adopt Resolution Authorizing the City Manager to Execute Amendment No. 2 to Professional Services Agreement with R.F. MacDonald Company, of Modesto, for Boiler Cleaning and Inspection at White Slough Water Pollution Control Facility (\$11,050) (PW)

Adopted Resolution No. 2012-72 authorizing the City Manager to execute Amendment No. 2 to Professional Services Agreement with R.F. MacDonald Company, of Modesto, for boiler cleaning and inspection at White Slough Water Pollution Control Facility in the amount of \$11,050.

C-6 Adopt Resolution Authorizing the City Manager to Execute Lease Agreement with MetroPCS California for 114 North Main Street (PW)

Adopted Resolution No. 2012-73 authorizing the City Manager to execute lease agreement with MetroPCS California for 114 North Main Street.

C-7 Adopt Resolution Approving the Memorandum of Understanding Between the City of Lodi and the Boosters of Boys and Girls Sports (PRCS)

Adopted Resolution No. 2012-74 approving the Memorandum of Understanding between the City of Lodi and the Boosters of Boys and Girls Sports.

C-8 Adopt Resolution Authorizing the City Manager to Execute Agreement with California Emergency Management Agency Accepting the California Gang Reduction, Intervention, and Prevention Program Grant (\$250,000) Awarded to the City of Lodi Beginning January 1, 2012 and Ending December 31, 2013, and Appropriating \$10,000 (PD)

This item was pulled for further discussion by Council Member Hansen.

In response to Council Member Hansen, Police Chief Mark Helms provided an overview of the process associated with receiving the grant and how the grant funds will be used including the specifics associated with the Peacekeepers Program.

In response to Mayor Pro Tempore Nakanishi, Chief Helms stated he does anticipate applying for the grant again if the City is able to meet the criteria in future years.

Mayor Mounce made a motion, second by Council Member Hansen, to adopt Resolution No. 2012-75 authorizing the City Manager to execute agreement with California Emergency Management Agency accepting the California Gang Reduction, Intervention, and Prevention Program Grant in the amount of \$250,000 awarded to the City of Lodi beginning January 1, 2012 and ending December 31, 2013, and appropriating \$10,000.

**VOTE:**

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

C-9 Adopt Resolution Authorizing the City Manager to Execute Agreement with County of San Joaquin for Automated Message Switching System and Criminal Justice Information System Access (\$21,420) (PD)

Adopted Resolution No. 2012-76 authorizing the City Manager to execute agreement with County of San Joaquin for Automated Message Switching System and Criminal Justice Information System Access in the amount of \$21,420.

C-10 Adopt Resolution Authorizing the City Manager to Engage the Professional Services of Lamont Financial Services, Jones-Hall, Stone and Youngberg, LLC, and JP Morgan Related to Refinancing the 2002 General Fund Certificates of Participation (COPS), the 2003B CSCDA Wastewater COPS, and the 2004 Wastewater COPS (CM)

Adopted Resolution No. 2012-77 authorizing the City Manager to engage the professional services of Lamont Financial Services, Jones-Hall, Stone and Youngberg, LLC, and JP Morgan related to refinancing the 2002 General Fund Certificates of Participation (COPS), the 2003B CSCDA Wastewater COPS, and the 2004 Wastewater COPS.

C-11 Adopt Resolution Approving the Single Member Services Agreement By and Between the City of Lodi and the Northern California Power Agency and Authorizing the City Manager

to Execute Said Agreement (\$30,400) (EUD)

Adopted Resolution No. 2012-78 approving the Single Member Services Agreement by and between the City of Lodi and the Northern California Power Agency and authorizing the City Manager to execute said agreement in the amount of \$30,400.

C-12 Adopt Resolution Authorizing the City Manager to Terminate the Professional Services Agreement with ZGlobal Engineering and Energy Solutions and Execute Professional Services Agreement with GP Strategies, of Amherst, New York, for Compliance Services (\$60,000) (EUD)

This item was pulled for further discussion by Mayor Pro Tempore Nakanishi.

In response to Mayor Pro Tempore Nakanishi, Electric Utility Director Elizabeth Kirkley provided an overview of the experience and qualifications of Mary Jo Cooper, whom the City was working with at ZGlobal Engineering and Energy Solutions and is now proposing to work with at GP Strategies.

Mayor Pro Tempore Nakanishi made a motion, second by Council Member Katzakian, to adopt Resolution No. 2012-79 authorizing the City Manager to terminate the Professional Services Agreement with ZGlobal Engineering and Energy Solutions and execute Professional Services Agreement with GP Strategies, of Amherst, New York, for compliance services in the amount of \$60,000.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

C-13 Adopt Resolution Authorizing the City Manager to Execute an Agreement for Consulting Services with Matt Foskett Consulting, LLC for Electric Utility Rates and Resources Services (\$120,000) (EUD)

Adopted Resolution No. 2012-80 authorizing the City Manager to execute an agreement for consulting services with Matt Foskett Consulting, LLC for Electric Utility rates and resources services in the amount of \$120,000.

C-14 Adopt Resolution Approving the First Amendment to the Lodi Energy Center Project Management and Operations Agreement and Authorizing Execution by the City Manager (EUD)

Adopted Resolution No. 2012-81 approving the First Amendment to the Lodi Energy Center Project Management and Operations Agreement and authorizing execution by the City Manager.

C-15 Adopt Resolution Rescinding Resolution No. 2012-51 Authorizing the City Manager to Terminate the Existing Letter of Agreement with Holz Rubber Company and Execute a Revised Letter of Agreement (\$58,000) (EUD)

Adopted Resolution No. 2012-82 rescinding Resolution No. 2012-51 authorizing the City Manager to terminate the existing Letter of Agreement with Holz Rubber Company and execute a revised Letter of Agreement in the amount of \$58,000.

C-16 Adopt Resolution Ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2012/13 (PW)

Adopted Resolution No. 2012-83 ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2012/13.

C-17 Adopt Resolution Approving the Appropriation of Funds for Oversight Costs Related to PCE/TCE Busy Bee Plume (\$30,000) (PW)

This item was pulled for further discussion by Mayor Pro Tempore Nakanishi.

In response to Mayor Pro Tempore Nakanishi, Deputy City Manager Jordan Ayers and City Attorney Schwabauer confirmed that the requested action appropriates funds to pay a recent invoice that was received from the Regional Board.

Mayor Pro Tempore Nakanishi made a motion, second by Council Member Katzakian, to adopt Resolution No. 2012-84 approving the appropriation of funds for oversight costs related to PCE/TCE Busy Bee Plume in the amount of \$30,000.

**VOTE:**

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

C-18 Receive Report Regarding League of California Cities Communications Pertaining to Assembly Bill 2312 (CLK)

Received report regarding League of California Cities communications pertaining to Assembly Bill 2312.

C-19 Adopt the Following Resolutions Pertaining to the November 6, 2012, General Municipal Election: a) Resolution Calling and Giving Notice of the General Municipal Election to Be Held on Tuesday, November 6, 2012, for the Election of Certain Officers of the City; b) Resolution Requesting the San Joaquin County Board of Supervisors to Render Specified Services for the Conduct of a General Municipal Election to Be Held on Tuesday, November 6, 2012; c) Resolution Setting Forth the Council's Policy Regarding Impartial Analyses, Arguments, and Rebuttal Arguments for Any Measure(s) that May Qualify to Be Placed on the Ballot for the November 6, 2012, General Municipal Election; and d) Resolution Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters at the General Municipal Election to Be Held on Tuesday, November 6, 2012 (CLK)

Adopted the following resolutions pertaining to the November 6, 2012, General Municipal Election: a) Resolution No. 2012-85 calling and giving notice of the General Municipal Election to be held on Tuesday, November 6, 2012, for the election of certain officers of the City; b) Resolution No. 2012-86 requesting the San Joaquin County Board of Supervisors to render specified services for the conduct of a General Municipal Election to be held on Tuesday, November 6, 2012; c) Resolution No. 2012-87 setting forth the Council's policy regarding impartial analyses, arguments, and rebuttal arguments for any measure(s) that may qualify to be placed on the ballot for the November 6, 2012, General Municipal Election; and d) Resolution No. 2012-88 adopting regulations for candidates for elective office pertaining to candidates statements submitted to the voters at the General Municipal Election to be held on Tuesday,

November 6, 2012.

D. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES. The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted. Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Douglas Pfaff spoke in regard to his idea regarding establishing a "Waist Management" program whereby citizens can walk for health purposes and simultaneously pick-up litter for City beautification purposes.

Clifford Weaver spoke in regard to his concerns about how he was treated by the Police Department during an incident involving a neighborly dispute. Chief Helms stated he will follow-up on the matter with Mr. Weaver.

E. Comments by the City Council Members on Non-Agenda Items

Council Member Johnson stated he would like the meeting adjourned in memory of Joe Crane and suggested a future Shirtsleeve Session on the topic of vehicle replacement and maintenance.

Mayor Mounce encouraged the public to visit the "Lisa Project" display at Lodi Baptist Church as it addresses the important issue of child abuse.

F. Comments by the City Manager on Non-Agenda Items

None.

G. Public Hearings - None

H. Communications

H-1 Re-post for Vacancies on the Greater Lodi Area Youth Commission (CLK)

Mayor Mounce made a motion, second by Council Member Katzakian, to direct the City Clerk to re-post for the following vacancies:

Greater Lodi Area Youth Commission

*Adult Advisors:*

Elizabeth Mazzeo, term to expire May 31, 2012

Jeffrey Palmquist, term to expire May 31, 2012

Summer Pennino, term to expire May 31, 2012

*Student Members:*

Tyler Bartlam, term to expire May 31, 2012

Carson Kautz, term to expire May 31, 2012

Alex Maldonado, term to expire May 31, 2012

Kelley McConahey, term to expire May 31, 2012

Allison Schatz, term to expire May 31, 2012

Dipa Patel, term to expire May 31, 2013

Kinsey Green, term to expire May 31, 2013

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

I. Regular Calendar

I-1 Adopt Resolution Approving the City of Lodi Financial Plan and Budget for the Fiscal Year Beginning July 1, 2012 and Ending June 30, 2013, and Approving the Fiscal Year 2012/13 Appropriation Spending Limit (CM)

City Manager Bartlam and Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding the fiscal year 2012/13 budget. Specific topics of discussion included an overview of the proposed budget, total appropriation and revenue, reserve increase amounts, General Fund overview, labor negotiations, major capital projects, and requested action on the budget approval process.

In response to Council Member Hansen, Mr. Ayers confirmed that six positions are not proposed to be funded in the Police Department, currently those positions are vacant, and based on labor agreements that are reached in the near future the savings could be used for refunding those positions.

Mayor Mounce suggested future savings be used to evaluate staffing for Code Enforcement and Animal Shelter purposes.

In response to Council Member Hansen, Mr. Ayers confirmed that the City of Lodi is not in danger of bankruptcy.

In response to Mayor Mounce, Mr. Bartlam stated the wild cards affecting the budget continue to be pension obligations and costs, rising medical costs, and workers compensation exposure.

Council Member Johnson stated he will not be able to support the recommended action because he still believes that the City should be addressing the pension issue in a more aggressive manner.

In response to Mayor Mounce, Mr. Ayers confirmed that within a year and a half all employees will be paying the full share of the employees' portion of CalPers contributions.

Mayor Mounce asked the City Manager to review options associated with filling a part-time economic development director position to promote economic opportunities in the City and market City-owned properties.

Council Member Hansen made a motion, second by Council Member Katzakian, to adopt Resolution No. 2012-89 approving the City of Lodi Financial Plan and Budget for the Fiscal Year beginning July 1, 2012 and ending June 30, 2013, and approving the Fiscal Year 2012/13 Appropriation Spending Limit.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Mayor Pro Tempore Nakanishi,



and Mayor Mounce

Noes: Council Member Johnson

Absent: None

I-2 Authorize Request for Use of City Letterhead Pursuant to City Council Protocol Manual Section 7.4 and Government Code Section 82015 (CLK)

City Clerk Randi Johl provided a brief presentation regarding the proposed request for letterhead usage as outlined in the Council Communication. Council Member Johnson provided a brief overview of the purpose of the letter for a marketing portfolio to generate donations for the Grape Bowl.

In response to Mayor Mounce, Council Member Johnson stated his recommendation would be to sign the letter himself along with the Mayor. Mayor Mounce expressed concern regarding the reporting that is required for behested payments and the notification process that would need to be in place to ensure the reporting is completed properly.

In response to Mayor Pro Tempore Nakanishi, City Attorney Schwabauer stated that the Fair Political Practices Commission permits behested payments and they are not illegal, although certain payments have a reporting requirement associated with them.

Council Member Hansen made a motion, second by Mayor Mounce, to authorize request for use of City letterhead pursuant to City Council Protocol Manual Section 7.4 and Government Code Section 82015 with signature by Council Member Johnson.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

J. Ordinances

J-1 Adopt Ordinance No. 1859 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 10.12 - Enforcement and Obedience to Traffic Regulations - by Repealing and Re-Enacting Section 10.12.020, 'Required Obedience to Traffic Regulations,' in its Entirety" (CLK)

Council Member Hansen made a motion, second by Council Member Katzakian, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1859 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 10.12 - Enforcement and Obedience to Traffic Regulations - by Repealing and Re-Enacting Section 10.12.020, 'Required Obedience to Traffic Regulations,' in its Entirety," which was introduced at a regular meeting of the Lodi City Council held May 16, 2012.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:25 p.m. in memory of Joe Crane.

ATTEST:

Randi Johl  
City Clerk



TM

# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Plans and Specifications and Authorize Advertisement for Bids for the City Hall Parking Lot Reconstruction Project

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve plans and specifications and authorize advertisement for bids for the City Hall parking lot reconstruction project.

**BACKGROUND INFORMATION:** This project consists of reconstructing the City Hall parking lot with asphalt concrete, constructing a trash enclosure, installing handicap-accessible parking stalls, and other incidental and related work, all as shown on the plans and specifications for the project.

The existing pavement in the City Hall parking lot is severely cracked and settled. The cracks are due to the age of the pavement and damage from tree roots around the planter island. The cracks have allowed water to seep into the pavement subgrade, causing the pavement to fail. City staff has attempted to patch the failing pavement, however, the condition continues to worsen. This project will remove all of the pavement and regrade the parking lot to provide better drainage. This project will also install four concrete handicap-accessible parking stalls, in compliance with Americans with Disabilities Act requirements. In addition, a trash enclosure will be constructed to house the two existing trash bins that are currently parked in the drive aisle of the parking lot.

The planned bid opening date is July 25, 2012.

**FISCAL IMPACT:** The project will decrease maintenance costs and implement additional elements of the City's ADA Transition Plan.

**FUNDING AVAILABLE:** Funding will be identified at the time of project award.

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F. Wally Sandelin  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

FWS/CES/pmf

cc: Deputy Public Works Director – Utilities  
City Engineer/Deputy Public Works Director  
Senior Civil Engineer Chang

**APPROVED:** 

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Konradt Bartlam, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for Surface Water Treatment and Well Facilities Chemical Supply Contracts

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for Surface Water Treatment and Well Facilities chemical supply contracts.

**BACKGROUND INFORMATION:** The City of Lodi owns and operates 28 wells located throughout the City. New chlorination storage and injection facilities have been installed at each well in conjunction with the Surface Water Treatment Facilities Project. Each well will store up to 400 gallons of sodium hypochlorite solution, and a chemical feed system will inject the solution into the water at the well discharge. Injection of sodium hypochlorite is a means of disinfection and is necessary to maintain public health and safety. A certified vendor will need to deliver the chemical to each individual well site on a regular schedule, as required by environmental protection regulations.

The Surface Water Treatment Facility is due to be completed in Fall 2012. The plant will utilize a number of chemicals in the treatment process that are widely used in treating municipal water supplies and will include, but may not be limited to, the following: soda ash for pH adjustment; salt pellets for on-site sodium hypochlorite generation; and citric acid, sodium bisulfite and sodium hydroxide for membrane filtration cleaning.

Bids will be solicited from various vendors and single or multiple contracts will be presented to the Council at time of award.

**FISCAL IMPACT:** Expenditure for chemicals is included in the Water Operations budget.

**FUNDING AVAILABLE:** Funding will be identified at contract award.

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F. Wally Sandelin  
Public Works Director

Prepared by Andrew S. Richle, Chief Water Plant Operator  
FWS/ASR/pmf  
cc: Deputy Public Works Director – Utilities

**APPROVED:** 

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Konradt Bartlam, City Manager



## CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Rejecting All Bids, Approving Plans and Specifications and Authorizing Re-Advertisement for Bids for Well 6R Granular Activated Carbon Treatment System

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

---

**RECOMMENDED ACTION:** Adopt resolution rejecting all bids, approving plans and specifications and authorizing re-advertisement for bids for Well 6R granular activated carbon treatment system.

**BACKGROUND INFORMATION:** This project consists of furnishing and installing a granular activated carbon (GAC) treatment system for Well 6R, as shown on the plans and specifications for the project.

Well 6R was constructed in 1985 and is one of the City's higher-producing municipal water wells. Located on Mission Street at the northerly side of Blakely Park, the well produces approximately 1,300 gallons per minute (gpm) when operational.

In accordance with State requirements, the City monitors Dibromochloropropane (DBCP) levels for all the City's water wells. Due to DBCP concentrations exceeding the maximum contaminated level of 0.2 parts per billion, the well was taken out of service on February 7, 2011.

The City currently has GAC treatment systems on six water wells and intends to construct the same type of system on Well 6R adjacent to the Lodi Boys and Girls Club building (a short distance away from the well site) to minimize visual impacts to the neighborhood, as shown on Exhibit A. The Boys and Girls Club Board of Directors does not object to this location. On March 7, 2012, notices regarding the project were sent to property owners and residents adjacent to the site, along Washington Street and Mission Street (Exhibit B).

In 1996, the City executed a DBCP settlement agreement with Shell Oil, Dow Chemical and Occidental Chemical companies (Defendants). Under the terms of the settlement, the City will be reimbursed up to \$671,000 (using the latest available inflationary index) by the Defendants for the design and construction of the GAC treatment system for this well site. The total project cost, including engineering and inspection, is anticipated to be less than \$900,000.

Well 6R is critical to supply water in this area of the City during peak summer demand and to provide adequate fire flow; therefore, staff is recommending the installation the GAC treatment system at this site to continue utilizing the production capacity of Well 6R.

The project was originally advertised for bids on April 7, 2012, and bids were received and opened on May 16, 2012. Staff is requesting Council reject all bids due to the inadvertent omission in the original bid documents of the forms to comply with the recently-approved Local Hire Ordinance.

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

The bid documents and project specifications have been updated and staff is requesting Council approve the plans and specifications and authorize re-advertisement for the project.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is July 18, 2012.

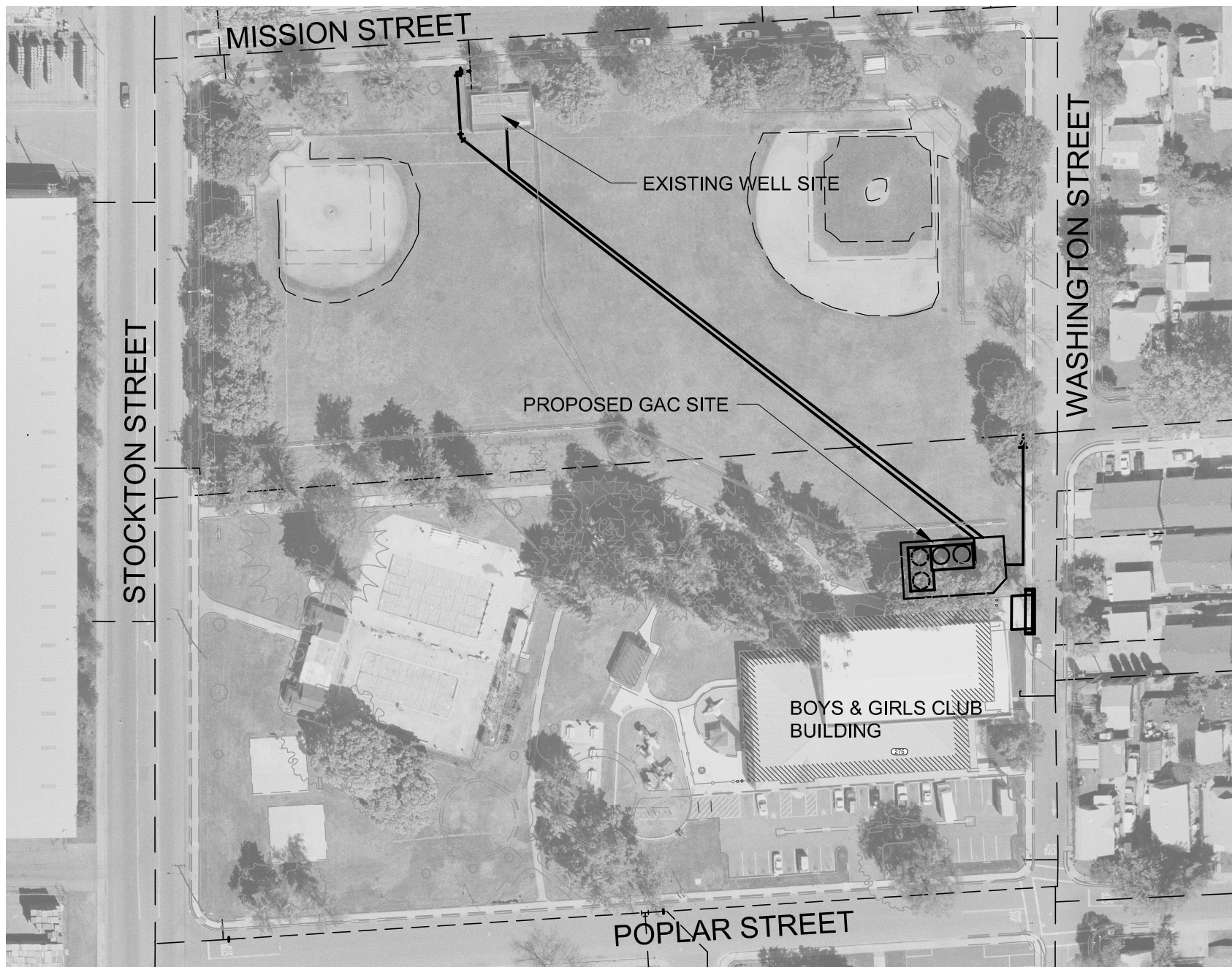
**FISCAL IMPACT:** Annual operation and maintenance costs for the water utility will increase as a result of this project; however, these costs will be reimbursed through the DBCP settlement.

**FUNDING AVAILABLE:** Funding for this project will be identified at contract award.

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F. Wally Sandelin  
Public Works Director

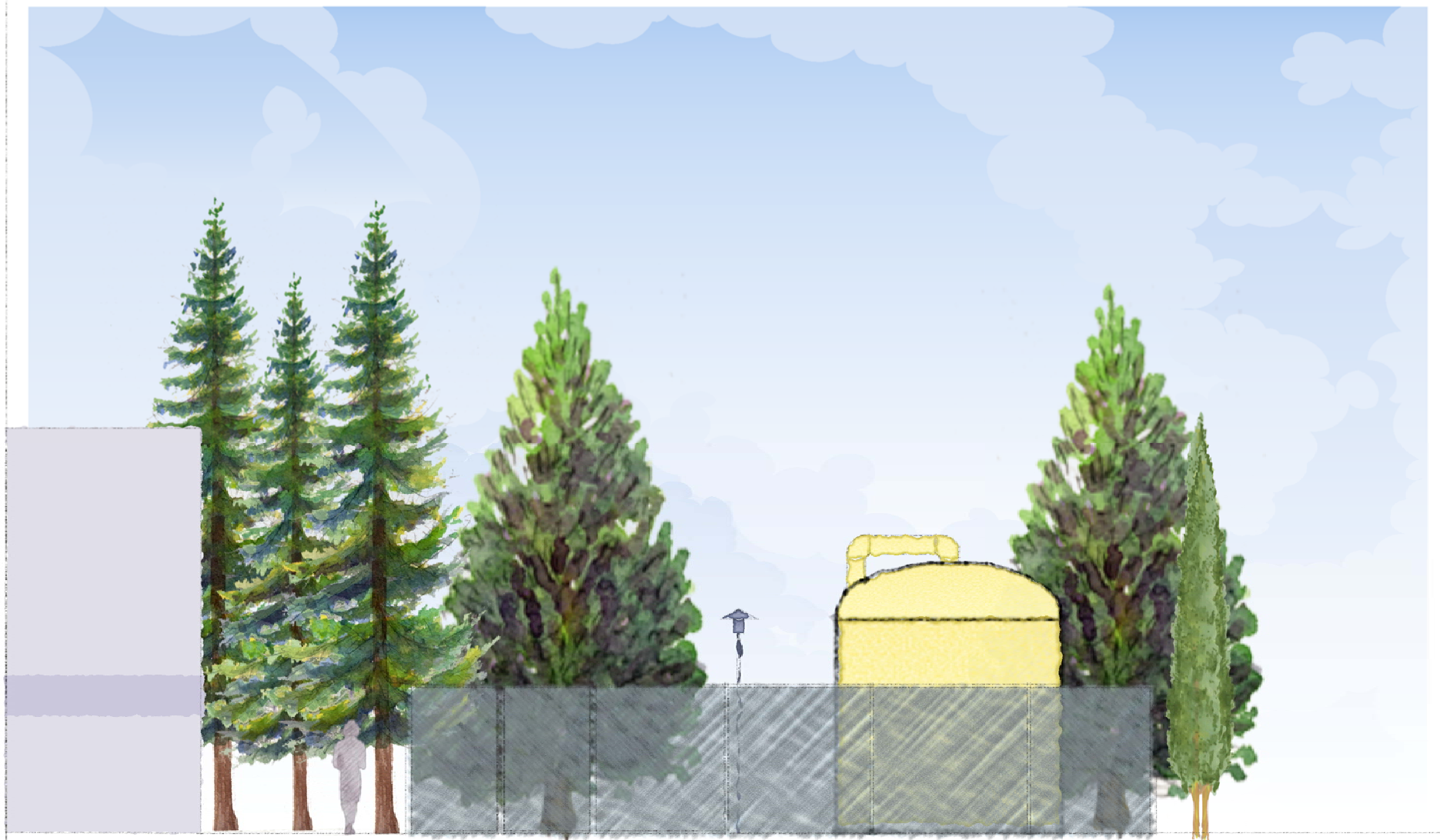
Prepared by Lyman Chang, Senior Civil Engineer  
Attachments  
cc: Deputy Public Works Director – Utilities  
Senior Civil Engineer



1" = 100'

EXHIBIT A





WELL 6R GAC FILTER  
ELEVATION VIEW FROM WASHINGTON STREET

1" = 80'





## CITY COUNCIL

JOANNE MOUNCE, Mayor  
ALAN NAKANISHI,  
Mayor Pro Tempore  
LARRY D. HANSEN  
BOB JOHNSON  
PHIL KATZAKIAN

## CITY OF LODI

PUBLIC WORKS DEPARTMENT  
CITY HALL, 221 WEST PINE STREET / P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
TELEPHONE (209) 333-6706 / FAX (209) 333-6710  
EMAIL [pwdept@lodi.gov](mailto:pwdept@lodi.gov)  
<http://www.lodi.gov>

KONRADT BARTLAM  
City Manager

RANDI JOHL  
City Clerk

D. STEPHEN SCHWABAUER  
City Attorney

F. WALLY SANDELIN  
Public Works Director

March 7, 2012

Property Owner/Resident

SUBJECT: Well 6R Granular Activated Carbon Filters (Blakely Park)

This letter is to inform you that the City is proposing to install granular activated carbon (GAC) filters at the Blakely Park site, as shown on the enclosed site map. These filters are needed to remove Dibromochloropropane (DBCP) from the drinking water produced from the existing Well 6R site.

DBCP was used extensively in the past to kill nematodes in vineyards. It was banned in California in 1997, but trace amounts are still present in groundwater. The City has actively monitored the DBCP levels in all City wells to ensure DBCP concentrations remain below the maximum contamination level of 0.2 parts per billion. Well 6R has been out of production since exceeding this level last year. This well was constructed in 1985 and is one of the City's highest-producing water wells. Well 6R is critical to supply water in this area of the City during peak summer demand and to provide adequate fire protection.

The City is proposing to install the GAC filter system at the Blakely Park site so that the well can be returned to service. The construction of the filter system is expected to occur this summer.

Enclosed is a rendering of the GAC filter system proposed for construction. Please feel free to contact Lyman Chang, Senior Civil Engineer, at (209) 333-6800, extension 2665, if you have any questions or comments.

Sincerely,



Charles E. Swimley, Jr.  
Deputy Public Works Director/City Engineer

Enclosures  
CES/LC/pmf

cc: Deputy Public Works Director Swimley  
Senior Civil Engineer Chang

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL REJECTING ALL BIDS,  
APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING  
RE-ADVERTISEMENT FOR BIDS FOR WELL 6R GRANULAR  
ACTIVATED CARBON TREATMENT SYSTEM

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on May 16, 2012, at 11:00 a.m., for the Well 6R Granular Activated Carbon Treatment System, described in the plans and specifications therefore approved by the City Council on April 4, 2012; and

WHEREAS, the forms to comply with the recently-approved Local Hire Ordinance were inadvertently omitted from the original bid documents; and

WHEREAS, staff recommends rejecting all bids, approving updated plans and specifications, and authorizing re-advertisement of bids for the project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby reject all bids, approves updated plans and specifications, and further authorizes re-advertisement for bids for the Well 6R Granular Activated Carbon Filter System.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Purchase Order with Econolite Group, Inc., of San Leandro, for Three Traffic Signal Controllers/Cabinets (\$37,122)

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

---

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute purchase order with Econolite Group, Inc., of San Leandro, for three traffic signal controllers/cabinets, in the amount of \$37,122.

**BACKGROUND INFORMATION:** At the August 18, 2010 meeting, City Council approved Econolite as the standard traffic signal controller/cabinet supplier/manufacturer.

Over the past several years, Public Works has been regularly replacing controllers/cabinets that have exceeded their useful life of 25 years. Replacement is the preferred action because controller technology has significantly improved and parts are increasingly unavailable to perform repairs. As a result, we keep replacement controllers/cabinet in inventory in case of controller failure or damage. Recently, the controller/cabinet at the intersection of Ham Lane and Turner Road was replaced, thereby exhausting our inventory. Staff recommends the purchase of three controllers/cabinets to have in inventory in case of controller/cabinet failure or damage.

**FISCAL IMPACT:** Quick change out of failed or damaged controllers/cabinets reduces the City's liability.

**FUNDING AVAILABLE:** Measure K Maintenance (325051)

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Jordan Ayers  
Deputy City Manager/Internal Services Director

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F. Wally Sandelin  
Public Works Director

Prepared by Shawn Tallerico, Storekeeper  
FWS/ST/pmf  
cc: Deputy Public Works Director – Utilities

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
PURCHASE ORDER FOR THREE TRAFFIC SIGNAL  
CONTROLLERS/CABINETS

=====

WHEREAS, at the August 18, 2010 meeting, City Council approved Econolite as the standard traffic signal controller/cabinet supplier/manufacture; and

WHEREAS, Public Works regularly replaces controllers/cabinets that have exceeded their useful life of 25 years. Replacement is the preferred action because controller technology has significantly improved and parts are increasingly unavailable to perform repairs; and

WHEREAS, staff recommends purchasing and maintaining in inventory three controllers/cabinets for future controller/cabinet failure or damage.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute purchase order with Econolite Group, Inc., of San Leandro, California, for three traffic signal controllers/cabinets, in the amount of \$37,122.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_



TM

## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract with Chrisp Company, of Fremont, for Extruded Thermoplastic Lane Line Marking for Various City Streets for Fiscal Year 2012/13 (\$73,185.90)

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract with Chrisp Company, of Fremont, for extruded thermoplastic lane line marking for various City streets for Fiscal Year 2012/13, in the amount of \$73,185.90.

**BACKGROUND INFORMATION:** This project will apply extruded thermoplastic product on approximately 30 percent of all lane line marked City streets.

Extruded thermoplastic material has proven to be a superior product to sprayed thermoplastic. Although extruded thermoplastic costs approximately 12 percent more than sprayed thermoplastic, it is expected to last 67 percent longer (five years vs. three years).

A recap of the types of lane line markings and quantities for this contract is shown below:

<u>LANE LINE TYPE</u>	<u>MILES</u>
4" Broken White	7.82
4" Broken Yellow	3.21
6" Broken White	1.19
Double 4" Yellow	8.72
4" Solid White	1.55
6" Solid White	6.27
8" Solid White	0.90
Continuous Left	3.72
<b>Total Miles</b>	<b>33.38</b>

Specifications for this project were approved on April 18, 2012. The City received the following two bids for this project on May 23, 2012. The project estimate for this project was \$80,000.

<b>Bidder</b>	<b>Location</b>	<b>Bid</b>
Chrisp Company	Fremont, CA	\$73,185.90
Centerline Striping Company	Elk Grove, CA	\$75,631.90

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

**FISCAL IMPACT:** The annual cost for traffic stripes will decrease by 33 percent using the longer-life product.

**FUNDING AVAILABLE:** Measure K (325035).

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Jordan Ayers  
Deputy City Manager/Internal Services Director

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F. Wally Sandelin  
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer  
FWS/KMG/pmf  
cc: Deputy Public Works Director - Utilities  
Compliance Engineer

**EXTRUDED THERMOPLASTIC TRAFFIC STRIPES  
VARIOUS CITY STREETS 2012  
CONTRACT**

---

**PAGE 1**

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "**City**" and CHRISP COMPANY herein called "**Contractor**."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids  
Information to Bidders  
General Provisions  
Special Provisions  
Bid Proposal  
Contract  
Contract Bond

The July 1992 Edition Standard  
Specifications, State of California  
Business and Transportation Agency,  
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City and under the condition expressed in the bond bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-100, of the General Stipulations, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

**EXTRUDED THERMOPLASTIC TRAFFIC STRIPES  
VARIOUS CITY STREETS 2012  
CONTRACT**

**PAGE 2**

ARTICLE IV And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until it's acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to complete the installation of approximately 33.4 miles of extruded thermoplastic traffic stripes (traffic lines) on various City streets and other incidental and related work, all as shown on the specifications for the above project. The City shall provide thermoplastic material as specified in Section 6-03 of these specifications to be used as part of this project. The streets scheduled to receive traffic stripes are shown in the Specifications for Extruded Thermoplastic Traffic Stripes, Various City Streets, 2012, Appendix A.

**EXTRUDED THERMOPLASTIC TRAFFIC STRIPES,  
VARIOUS CITY STREETS 2012  
BID SUMMARY**

<b>TRAFFIC STRIPES</b>	<b>EST'D QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
4" Broken White	41,315	LF	\$0.18	\$7,436.70
4" Broken Yellow	16,965	LF	\$0.18	\$3,053.70
6" Broken White	6,305	LF	\$0.40	\$2,522.00
Double Yellow	46,030	LF	\$0.62	\$28,538.60
4" Solid White	8,205	LF	\$0.31	\$2,543.55
6" Solid White	33,085	LF	\$0.50	\$16,542.50
8" Solid White	4,730	LF	\$0.62	\$2,932.60
Continuous Left	19,625	LF	\$0.49	\$9,616.25
<b>Total Lineal Feet</b>	<b>176,260</b>			<b>\$73,185.90</b>

**References must be submitted with bid proposal as described in Section 2.1400**

ARTICLE V By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or



materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within the 30 WORKING DAYS. Contractor agrees not to begin performing the Cherokee Lane segment of the Project until the city's concurrent crack sealing project has been completed and cured on that segment. Contractor agrees not to pursue any delay claims associated with coordinating this project with the crack sealing project.

**EXTRUDED THERMOPLASTIC TRAFFIC STRIPES  
VARIOUS CITY STREETS 2012  
CONTRACT**

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**PAGE 4**

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written below.

\_\_\_\_\_  
CONTRACTOR

Dated:\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
TYPE OF ORGANIZATION

Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

\_\_\_\_\_  
Address

\_\_\_\_\_  
( )

Telephone

CITY OF LODI  
a Municipal corporation

\_\_\_\_\_  
Konradt Bartlam  
City Manager

Attest:

\_\_\_\_\_  
Randi Johl, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE CONTRACT FOR EXTRUDED THERMOPLASTIC  
LANE LINE MARKING FOR VARIOUS CITY STREETS FOR  
FISCAL YEAR 2012/13

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on May 23, 2012, at 11:00 a.m., for Extruded Thermoplastic Lane Line Marking for Various City Streets for Fiscal Year 2012/13, described in the specifications therefore approved by the City Council on April 18, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
Chrisp Company	\$73,185.90
Centerline Striping Company	\$75,631.90

WHEREAS, staff recommends awarding the contract for Extruded Thermoplastic Lane Line Marking for Various City Streets for Fiscal Year 2012/13 to the low bidder, Chrisp Company, of Fremont, California, in the amount of \$73,185.90; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for Extruded Thermoplastic Lane Line Marking for Various City Streets for Fiscal Year 2012/13 to the low bidder, Chrisp Company, of Fremont, California, in the amount of \$73,185.90; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City of Lodi.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for 2012 Streets Crack Sealing with Graham Contractors, Inc., of San Jose (\$79,216.02)

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for 2012 streets crack sealing with Graham Contractors, Inc., of San Jose, in the amount of \$79,216.02.

**BACKGROUND INFORMATION:** This project consists of crack sealing approximately 2,300,000 square feet of various City streets. The primary cause of asphalt failure is water infiltration into the street sub-grade. Crack sealing is one of the most basic and important preventative maintenance practices, but the work can only be performed during the warm summer months. In an effort to maximize the street area sealed during the summer months, this maintenance program will be contracted out. Last year approximately 1.5 million square feet of streets were treated. This contract will treat approximately 2.3 million square feet.

Plans and specifications for this project were approved on March 21, 2012. The City received the following three bids for this project on April 12, 2012. The project estimate for this project was \$80,000.

Bidder	Location	Bid
Graham Contractors, Inc.	San Jose	\$ 79,216.02
Valley Slurry Seal	West Sacramento	\$ 120,299.40
California Pavement Maintenance	Sacramento	\$ 136,188.00

**FISCAL IMPACT:** Crack sealing extends the useful life of the City streets.

**FUNDING AVAILABLE:** Measure K Maintenance Fund (325028)

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer  
FWS/KMG/pmf  
cc: Deputy Public Works Director – Utilities  
Compliance Engineer

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

CITY OF LODI, CALIFORNIA

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "City" and GRAHAM CONTRACTORS, INC., herein called "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids  
Information to Bidders  
General Provisions  
Special Provisions  
Bid Proposal  
Contract  
Contract Bond

The July 1992 Edition Standard  
Specifications, State of California  
Business and Transportation  
Agency, Department of  
Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City and under the condition expressed in the bond bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the contractor.

**2012 CRACK SEALING VARIOUS CITY STREETS  
CONTRACT**

**PAGE 2**

ARTICLE IV And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary for the sealing of existing transverse and longitudinal cracks and joints and random cracks in bituminous pavement surfaces and other incidental and related work in accordance with these specifications.

**2012 CRACK SEALING VARIOUS CITY STREETS  
BID PROPOSAL**

**BID ITEM 1. CRACK SEALING VARIOUS CITY STREETS**

The work consists of thoroughly cleaning and sealing the existing transverse and longitudinal cracks and joints and random cracks in bituminous pavement surfaces and includes other incidental and related work as shown in the specifications. The quantity shown for bidding purposes has been approximated. Actual payment for the work will be determined by field measurements of the work completed. Additionally, the tonnage of sealant used for each street segment is to be reported to the City.

Item	Road Name	From Address	To Address	Approximate Area (SF)	Price per Square Foot	Total Cost per Street
1	Beckman Rd.	Hwy. 99 offramp	Kettleman Ln.	337,300	\$0.0349	11,771.77
2	Cherokee Ln. NB	HWY 99 off ramp	Pioneer Dr.	355,300	\$0.0349	12,399.97
3	Cherokee Ln. SB	Pioneer Dr.	Harney Ln.	457,900	\$0.0349	15,980.71
4	Elm St.	Main St.	Cherokee Ln.	136,400	\$0.0349	4,760.36
5	Pine St.	Main St.	Guild Av.	305,600	\$0.0349	10,665.44
6	Church St.	Chestnut St.	Tokay St.	49,200	\$0.0349	1,717.08
7	Church St.	Vine St.	Swain Dr.	231,400	\$0.0349	8,075.86
8	Fairmont Av.	Tokay St.	York St.	66,400	\$0.0349	2,317.36
9	Fairmont Av.	Cardinal St.	Kettleman Ln.	54,500	\$0.0349	1,902.05
10	Hutchins St.	Lodi Av.	Kettleman Ln.	275,800	\$0.0349	9,625.42
TOTAL				2,269,800		79,216.02

**References must be submitted with bid proposal as described in Section 2.1400.**

ARTICLE V By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within the allotted number of working days:

**Thirty (30) Working Days after receipt of the Notice to Proceed.**

**2012 CRACK SEALING VARIOUS CITY STREETS  
CONTRACT**

**PAGE 4**

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written below.

\_\_\_\_\_  
CONTRACTOR

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
TYPE OF ORGANIZATION  
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

\_\_\_\_\_  
Address

\_\_\_\_\_  
( )  
Telephone

CITY OF LODI  
a Municipal corporation

\_\_\_\_\_  
Konradt Bartlam  
City Manager  
Attest:

\_\_\_\_\_  
Randi Johl, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney





RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT FOR 2012 STREETS CRACK SEALING AND  
FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE  
CONTRACT ON BEHALF OF THE CITY

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on April 12, 2012, at 11:00 a.m., for 2012 Streets Crack Sealing, described in the plans and specifications therefore approved by the City Council on March 21, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
Graham Contractors, Inc.	\$ 79,216.02
Valley Slurry Seal	\$ 120,299.40
California Pavement Maintenance	\$ 136,188.00

WHEREAS, staff recommends awarding the contract for 2012 Streets Crack Sealing to the low bidder, Graham Contractors, Inc., of San Jose, California, in the amount of \$79,216.02; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for 2012 Streets Crack Sealing to the low bidder, Graham Contractors, Inc., of San Jose, California, in the amount of \$79,216.02; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City of Lodi.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



## CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contracts for Fiscal Year 2012/13 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown Cleaning (\$46,686.00), Transit Facility Cleaning (\$38,456.50) and Hutchins Street Square Landscape Maintenance (\$27,625.13)

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contracts for Fiscal Year 2012/13 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for downtown cleaning in the amount of \$46,686.00, transit facility cleaning in the amount of \$38,456.50 and Hutchins Street Square landscape maintenance in the amount of \$27,625.13.

**BACKGROUND INFORMATION:** UCP has been working for the Public Works Department since 2000 at several City facilities. Staff is proposing to contract with UCP for downtown cleaning, transit facility cleaning and Hutchins Street Square landscape maintenance. In the downtown area, emphasis is placed on School Street and addresses street furniture, trash, litter, spills, and leaf removal; the transit facility cleaning addresses the grounds surrounding Lodi Station, the Lodi Parking Structure, and sheltered bus stops; and work at Hutchins Street Square includes weekly landscape maintenance, such as mowing, edging and shrub trimming.

The UCP program provides meaningful work for the disabled. Each UCP crew is composed of four persons plus a supervisor. The program includes transportation and direct supervision for the crew at the following contract rates: \$46.50 per hour for the downtown cleaning and transit facility cleaning, and \$45.25 for the Hutchins Street Square landscape maintenance. UCP is the only known nonprofit organization that pays the disabled the State minimum wage. Other organizations are known to pay crew members less and cite additional benefits such as training, transportation, supervision, and overhead as reasons for below-minimum wage compensation. In addition to strengthening the self-esteem of these crew members, the citizens of Lodi continue to receive excellent services at a very competitive price.

Per Lodi Municipal Code Section 3.20.070, Bidding, the bidding process may be dispensed when the City Council determines that the purchase or method of purchase is in the best interests of the City. Staff recommends waiving the method of receiving competitive bids since it is advantageous for the City to receive this service at a very competitive price.

**FISCAL IMPACT:** Maintaining a clean downtown core, transit facility and Hutchins Street Square enhances the appearance of Lodi, resulting in increased visitation and sales tax generation.

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Contracts for Fiscal Year 2012/13 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown Cleaning (\$46,686.00), Transit Facility Cleaning (\$38,456.50) and Hutchins Street Square Landscape Maintenance (\$27,625.13)

June 20, 2012

Page 2

**FUNDING AVAILABLE:** Street Fund (3215037) – \$46,686.00  
Transit Fund (125052) – \$38,456.50  
HSS Fund (347115) – \$27,625.13

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Jordan Ayers  
Deputy City Manager/Internal Services Director

---

Jeff Hood  
Interim Parks, Recreation & Cultural Services Director

---

F. Wally Sandelin  
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer

FWS/KMG/pmf

cc: Deputy Public Works Director – Utilities  
Compliance Engineer  
Building and Event Supervisor  
Downtown Lodi Business Partnership

## **Contract for "Downtown Lodi Cleaning Crew"**

This contract agreement is made and entered into this 1st day of July 2012 between the United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and the City of Lodi, (hereafter referred to as the Customer). This contract intends to define the responsibilities associated with the provision of a "Downtown Lodi Cleaning" service by the Contractor for the Customer. The Contractor, beginning July 1, 2012 will provide services associated with the "Downtown Lodi Cleaning" project. The duties outlined in the contract will not officially begin until Customer specifies.

The services for "Downtown Lodi Cleaning" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract, the City of Lodi's specific needs for "Downtown Lodi Cleaning" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

In addition to the terms outlined between the Contractor and the Customer, both parties agree that:

- a) No alterations or variation of the terms of the contract shall be valid unless made in writing and signed by the Contractor and the Customer and no oral understanding or agreement not incorporated in the contract shall be binding on either party to the contract.
- b) Implementation of this contract cannot occur until both parties have approved the terms specified in the contract.
- c) The Customer retains the right to use the crew for other "cleaning projects" by mutual agreement between the Customer and Contractor. Additional charges for other projects will be assessed prior to beginning any project not related to "Downtown Lodi Cleaning".

It is suggested that the Customer, upon agreement of these terms, supply the Contractor an outline of specific responsibilities related to the "Downtown Lodi Cleaning" project's duties as outlined by the City of Lodi include:

- Work hours, Monday – Friday, 7:00 a.m. – 11:00 a.m., except holidays
- Empty trash containers Monday & Friday
- Clean all Downtown furniture weekly, dust benches, bollards, light standards
- Blow and collect leaves
- Remove litter, broken glass, cleanup spills
- Remove fallen leaves weekly
- Wash sidewalk areas around trash containers monthly
- Report hazards immediately – broken tree limbs, loose pavers, bent signs etc...

### **The Contractor's responsibilities**

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each

service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.

2. The Contractor will perform "Downtown Lodi Cleaning" as designated by the Streets & Drainage Manager. The cleaning schedule will be a rotating schedule to ensure all designated Downtown areas receive adequate cleaning for the month. For convenience and safety UCP agrees to begin cleaning Downtown at 7:00 a.m. – 11:00 a.m., Monday through Friday.
3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s)/supervisor(s) will remain on-site, in the immediate work area while crewmembers are present. The Contractor has the sole responsibility of all Workers' Compensation and wages paid to each crewmember and staff assigned to the work site.
4. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., Workers' Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Downtown Lodi Cleaning" services rendered.
5. Detailed tracking documents and the invoice will be submitted to the Customer on a monthly basis.
6. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations not be negatively affected. If the Contractor damages any property due to negligence, or causes harm to persons through negligence, the Contractor will be responsible for all liabilities including repairing or replacing the Customer's property.
7. Notwithstanding the provisions of section 5 below under the Customer's responsibilities, all crewmembers will comply with the health and safety regulations established by the Customer while performing the contract services.

#### **The Customer's Responsibilities**

1. The Customer will reimburse the Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services of \$46.50 for each hour associated with the "Downtown Lodi Cleaning".
2. The Customer will provide all Contractor crewmembers with "Downtown Lodi Cleaning" supplies and equipment specific to 'Special Services' as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer, within reason, will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract on an as needed basis.
4. The Customer will maintain confidentiality of all records and transactions with the Contractor.
5. The Customer will indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's Workers' Compensation injuries incurred by the Contractor's crewmembers.

The Contractor and the agent employees of the Contractor, in the performance of the contract, are acting in an independent capacity and not as officers or employees of the State of California.

### Downtown Lodi Cleaning Cost Projection

FY12-13	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
Hrs. Serviced	84	92	76	92	80	76	84	80	84	88	88	80	<b>1,004</b>
Cleaning Cost Per Hr.	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	
Cleaning Cost Per Month	\$3,906	\$4,278	\$3,534	\$4,278	\$3,720	\$3,534	\$3,906	\$3,720	\$3,906	\$4,092	\$4,092	\$3,720	<b>\$46,686.00</b>

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and the City of Lodi agree to all the stipulations in this agreement and its attachments:

  
 \_\_\_\_\_  
 Signature of Contractor Representative

4/24/12  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Customer Representative  
 Konradt Bartlam, City Manager

\_\_\_\_\_  
 Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
 Randi Johl, City Clerk

\_\_\_\_\_  
 D. Stephen Schwabauer  
 City Attorney



# 2012-2013 Downtown Lodi Schedule

July

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January

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 Days Worked

### **Contract for "Transit Facility Cleaning"**

This contract agreement is made and entered into this 1st day of July, 2012 between United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and the City of Lodi, (hereafter referred to as the Customer). This contract intends to define the responsibilities associated with the provision of a "Transit Facility Cleaning" service by the Contractor for the Customer. The Contractor, beginning July 1, 2012, will provide services associated with the "Transit Facility Cleaning" project. The duties outlined in the contract will not officially begin until Customer specifies.

The services for "Transit Facility Cleaning" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract, the City of Lodi's specific needs for "Transit Facility Cleaning" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

In addition to the terms outlined between the Contractor and the Customer, both parties agree that:

- a) No alterations or variation of the terms of the contract shall be valid unless made in writing and signed by the Contractor and the Customer and no oral understanding or agreement not incorporated in the contract shall be binding on either party to the contract.
- b) Implementation of this contract cannot occur until both parties have approved the terms specified in the contract.
- c) The Customer retains the right to use the crew for other "cleaning projects" by mutual agreement between the Customer and Contractor. Additional charges for other projects will be assessed prior to beginning any project not related to "Transit Facility Cleaning".

It is suggested that the Customer, upon agreement of these terms, supply the Contractor an outline of specific responsibilities related to the "Transit Facility Cleaning" projects duties as outlined by the City of Lodi. Specific responsibilities for all parking lots include removal of litter, debris, leaves, and weeds as needed. At the Lodi Station Parking structure, specific responsibilities include those itemized above as well as washing down spilled or leaked fluids and emptying trash containers.

### **The Contractor's Responsibilities**

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at cost to the Customer.
2. The Contractor will perform "Transit Facility Cleaning" for City owned facilities such as the Lodi Train Station, the Lodi Station Parking Structure and Grapeline bus shelter as designated by the Streets & Drainage Manager. The cleaning schedule will be a rotating schedule to ensure all designated areas receive adequate cleaning for the month. For convenience and safety UCP agrees to arrive at the lots no earlier than 4:30 p.m. (Weekends, if necessary, will be excluded



from the 4:30 p.m. start time.) The Contractor will also collect garbage from bus stops as needed. The Contractor will be responsible for the bus stops mentioned in Exhibit A.

### **Bus Stops Exhibit A**

Target, Lowe's, Lower Sacramento N/Elm, Lower Sacramento by Meritage Apts, Salisbury's (Turner and Woodhaven), Lodi Lake on Turner Rd near the main gate, Lockeford St at Calaveras St, Hale Park, Loel Center, Smart and Final, Central Ave at Tokay St, Central Ave at Boys and Girls Club, Kofu Park, Municipal Service Center, Lower Sac at Tejon, Stockton St at Lodi P&R, Stockton at Pine, Central at Cypress, Cherokee at Rancho San Miguel, Kettleman at Hollywood Video, Lodi Adult School, Hutchins at Century, Ham at Lodi, Ham at Lodi Memorial Hospital, Kettleman at IHOP, Cherokee at Hale, Cherokee at Lodi, Church at Locust, Kettleman at Ham, Lower Sacramento at Vine

3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s) / supervisor(s) will remain onsite, in the immediate work area while crewmembers are present. The Contractor has the sole responsibility of all Workers' Compensation and wages paid to each crewmember and staff assigned to the work site.
4. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., Workers' Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Transit Facility Cleaning" services rendered.
5. Detailed tracking documents, time studies and the invoice will be submitted to the Customer on a monthly basis.
6. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations are not negatively effected. If the Contractor damages any property due to negligence, or causes harm to persons through negligence, the Contractor will be responsible for all liabilities including repairing or replacing the Customer's property.
7. Notwithstanding the provisions of section 5 below under the "Customer's Responsibilities", all crewmembers will comply with the health and safety regulations established by the Customer while performing the contract services.

### The Customer's Responsibilities

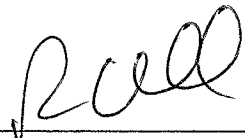
1. The Customer will reimburse the Contractor by the fifteenth (15<sup>th</sup>) working day of each month, after submission of invoice for services of \$46.50 for each hour associated with the "Transit Facility Cleaning". This cost will not exceed \$40,000 per year regardless of hours worked. This shall be considered full compensation for all the Contractor's expenses incurred in the performance of the contract.
2. The Customer will provide all Contractor crewmembers with "Transit Facility Cleaning" supplies and equipment specific to "Special Services" as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer, within reason, will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract on an as needed basis.
4. The Customer will maintain confidentiality of all records and transactions with the Contractor.
5. The Customer will indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's Workers' Compensation injuries incurred by the Contractor's crewmembers.

The Contractor and the agent employees of the Contractor, in the performance of the contract, are acting in an independent capacity and not as officers or employees of the State of California.

### Transit Facility Cleaning Cost Projection

FY 12-13	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
Hrs. Serviced	68.25	74.75	61.75	74.75	68.25	61.75	68.25	65	68.25	71.5	74.5	70	827
Parking Lot Cost per Hr.	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	
Parking Lot Cost per Month	\$3,173.63	\$3,475.88	\$2,871.38	\$3,475.88	\$3,173.63	\$2,871.38	\$3,173.63	\$3,022.50	\$3,173.63	\$3,324.75	\$3,464.25	\$3,255.00	\$38,455.50

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and the City of Lodi agree to all the stipulations in the agreement and its attachments:

  
\_\_\_\_\_  
Signature of Contractor Representative

4/24/12  
\_\_\_\_\_  
Date


\_\_\_\_\_  
Signature of Customer Representative  
Konradt Bartlam, City Manager

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Randi Joh, City Clerk

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney 

# 2012-2013 Transit Facility Schedule

July

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 Days Worked

**Landscape Maintenance Contract  
City of Lodi  
Hutchins Street Square**

This contract agreement is made and entered into, this 1<sup>st</sup> day of July, 2012 between United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and The City of Lodi, Hutchins Street Square, (hereafter referred to as the Customer).

This contract defines the responsibilities associated with the provision of "Landscape Maintenance" services by the Contractor for the Customer. The Contractor, beginning July 1, 2012, will provide services associated with the "Landscape Maintenance" project.

The services for "Landscape Maintenance" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract the City of Lodi's specific needs for "Landscape Maintenance" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

**The Contractor's responsibilities**

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one, (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.
2. The contractor will perform the work associated with "Landscape Maintenance" at the City's Hutchins Street Square location.
3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Crew Instructor(s) will remain on-site, in the immediate work area while crewmembers are present.
4. The Contractor and not the Customer will pay all crewmember and supervisor/job coach wages; all personnel costs and liabilities (e.g., Worker's Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Landscape Maintenance" services rendered.
5. Detailed tracking documents, time studies and the invoice will be submitted to the customer on a monthly basis.
6. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations are not negatively effected. If the Contractor damages any property due to negligence, the Contractor will be liable to repair or replace the Customer's property.

7. All crewmembers will comply with the health and safety regulations established by OSHA, the State of California, and the Customer while performing the contract services.
8. The Contractor will make up the lost hours due to holidays, the following business day.
9. The Contractor will provide the following service once a week;
  - a. Mowing all grass areas designated by Hutchins Street Square.
  - b. Edge around grass areas designated by Hutchins Street Square.
  - c. Weed whack all areas including utility boxes, sprinklers heads etc.
  - d. Blow and clean up all areas worked by contractor.
  - e. Weed and trim all shrubs, trees and plant life in flowerbeds.

#### The Customer's responsibilities

1. The Customer will reimburse the Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services rendered, associated with the "Landscape Maintenance". The method of reimbursement shall reflect a rate of \$45.25 per hour multiplied by the total number of hours worked for that month.
2. The Customer will provide all Contractor crewmembers, with "Landscape Maintenance" supplies and equipment specific to the daily "Landscape Maintenance" duties as well as 'Special Services' as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer within reason will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract when necessary, to improve services. Other consultations will be conducted on an as needed basis.
4. To the greatest extent permitted by the public records act and other applicable law, the Customer will maintain confidentiality of all personal and medical records and transactions specific to the Contractor's employees.

#### Landscape Maintenance Cost Projection

FY 12-13	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
Hrs. Serviced	71.5	77	38.5	49.5	44	22	27.5	22	44	71.5	77	66	610.5
Cost Per Hr.	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	\$45.25	
Cost Per Month	\$3,235.38	\$3,484.25	\$1,742.13	\$2,239.88	\$1,991.00	\$995.50	\$1,244.38	\$995.50	\$1,991.00	\$3,235.38	\$3,484.25	\$2,986.50	\$27,625.13

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and The City of Lodi, Hutchin's Street Square agree to all the stipulations in this agreement and its attachments:



\_\_\_\_\_  
Signature of Contractor Representative

4/24/12  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Customer Representative  
Konradt Bartlam, City Manager

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Randi Johl, City Clerk

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

# 2012-2013 Landscaping Crew Schedule

July

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 Days Worked

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING CONTRACTS FOR FISCAL YEAR 2012/13  
FOR DOWNTOWN CLEANING, TRANSIT FACILITY  
CLEANING AND HUTCHINS STREET SQUARE  
LANDSCAPE MAINTENANCE

=====

WHEREAS, United Cerebral Palsy (UCP) has been working for the Public Works Department since 2000 at several City facilities; and

WHEREAS, the Downtown emphasis is placed on School Street and addresses street furniture, trash, litter, spills, and leaf removal. The Transit Facility service addresses the exterior of the Lodi Station, the Lodi Parking Structure, and sheltered bus stops. The Hutchins Street Square service includes weekly landscape maintenance such as mowing, edging and shrub trimming.

WHEREAS, the UCP program provides meaningful work for the disabled. The program includes transportation and direct supervision for the crew at a contract rate of \$46.50 per hour for Downtown cleaning and Transit Facility cleaning; and \$45.25 for Hutchins Street Square landscape maintenance. UCP is the only known non-profit organization that pays the disabled the State minimum wage. In addition to strengthening the self-esteem of these crew members, the citizens of Lodi continue to receive excellent services at a very competitive price.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the contracts for Fiscal Year 2012/13 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown cleaning in the amount of \$46,686; Transit Facility cleaning in the amount of \$38,456.50 and Hutchins Street Square Landscape Maintenance in the amount of \$27,625.13.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Two-Year Professional Services Agreement (\$39,840) and to Execute Agreement Extensions with Crop Production Services, of Stockton, for White Slough Water Pollution Control Facility Land Application Area Monitoring

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute two-year professional services agreement in the amount of \$39,840 and to execute agreement extensions with Crop Production Services, of Stockton, for White Slough Water Pollution Control Facility land application area monitoring.

**BACKGROUND INFORMATION:** Farming operations at the White Slough Water Pollution Control Facility (WSWPCF) include the irrigation with recycled water and the application of biosolids for fodder crops that are cultivated on approximately 790 acres of City-owned farmland. In accordance with the City's National Pollutant Discharge Elimination System (NPDES) permit, the City is required to monitor the application of recycled water and biosolids to ensure that the fields are not organically or hydraulically overloaded.

To ensure that recordkeeping and management practices are fully compliant with the NPDES permit, the City has contracted for agronomist support services on an annual basis. The agronomist is required to sign and certify monthly reports, including the Annual Cropping and Irrigation Monitoring Report and Plan; conduct monthly site visits during the application of recycled water and biosolids; and coordinate irrigation and crop management practices with the farmers who lease these fields.

Services provided by the agronomist have resulted in improved land management and compliance with NPDES permit requirements. Due to the high quality of services and history with Crop Production Services, staff recommends a two-year professional services agreement be executed with provisions for two two-year extensions. Staff recommends that City Council authorize the City Manager to negotiate and execute the extensions, should that be in the best interest of the City.

**FISCAL IMPACT:** Failure to successfully manage the land application areas could result in NPDES permit violations and fines.

**FUNDING AVAILABLE:** Wastewater Fund (170403)

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer  
FWS/KMG/pmf  
cc: Deputy Public Works Director – Utilities  
Compliance Engineer

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Crop Production Services (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Agronomist Support for Completion of the City of Lodi White Slough Water Pollution Control Facility Land Application Area Monitoring (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

### **Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

### **Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

### **Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

### **Section 2.6 Term**

The term of this Agreement commences on July 1, 2012 and terminates upon the completion of the Scope of Services or on June 30, 2014, whichever occurs first.

## **Section 2.7 Option to Extend Term of Agreement**

At its option, City may extend the terms of this Agreement for an additional two (2) two (2)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement, including the provisions of the Fee Proposal set forth in Exhibit B, continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed six (6) years.

## **ARTICLE 3** **COMPENSATION**

### **Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

### **Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

### **Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advance and in writing, by CITY.

### **Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement.

CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

#### **ARTICLE 4** **MISCELLANEOUS PROVISIONS**

##### **Section 4.1    Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

##### **Section 4.2    ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

##### **Section 4.3    Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

##### **Section 4.4    No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5    Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6    Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7    Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8    Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
                                     221 West Pine Street  
                                     P.O. Box 3006  
                                     Lodi, CA 95241-1910  
                                     Attn: Kathryn E. Garcia

To CONTRACTOR:    Lew Baumbach  
                                 Crop Production Services  
                                 P. O. Box 5188  
                                 Stockton, CA 95205-5188

**Section 4.9    Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10   CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to

require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

#### **Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

#### **Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

#### **Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

#### **Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to

secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit \_\_\_\_\_ apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

CITY OF LODI, a municipal corporation

ATTEST:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

CROP PRODUCTION SERVICES

By: \_\_\_\_\_  


By: \_\_\_\_\_  
Name: Lew Baumbach  
Title: Crop Consultant/Agronomist

**Attachments:**  
**Exhibit A – Scope of Services & Fee Proposal**  
**Exhibit B – Insurance Requirements**

**Funding Source:**170403.7323  
**(Business Unit & Account No.)**

Doc ID:

CA:rev.01.2012



**Annual Agronomist Support for Completion of City of Lodi WPCF Land Applications Area Monitoring.**

TASK/NUMBER	SCOPE	DELIVERABLES	LABOR HOURS	OVERHEAD EXPENSE	Total Estimated Fee in dollars
1. MEETINGS	Participate in up to four (4) meetings with the City and their consultants, as needed, to discuss protocols for, and results of monitoring and reporting requirements.	None	4 hours X 2 meetings = 8 hours total.	None	\$960.00
	Provide coordination between the City staff and the farmers that lease the City property, as needed, to coordinate irrigation and crop management practices such that the permit requirements can be reliably met. It is anticipated that at least four (4) meetings with City, their consultants, and/or the farmers that lease the City property will be needed.	None	4 hours X 4 coordination meetings = 16 hours total.	None	\$1,920.00
Total estimated fee for Task # 1					\$2,880.00
2. Document Review and Signature	Review monthly report tables provided by City staff. Up to seven (7) monthly monitoring reports may be reviewed.				
	Pick-up hard copies of the monthly reports upon notification by City staff that they are available. The reports will be available no later than ten(10) days following the month for which the reports are generated (ie. Tables for April will be provided by May 10th.)	7 signed monthly reports	12 hours X 7 reports = 84 total hours.	None	\$10,080.00
	Provide review and signature of the Annual Cropping and Irrigation Management Plan.	None	2 hours	None	\$240.00
Total estimated fee for Task # 2					\$10,320.00
3. Site Visits	Conduct up to seven (7) monthly site visits during periods when City staff is conducting daily inspections of fields to verify that inspection and data collection efforts satisfy permit requirements	None	8 hours X 7 visits = 56 Total hours	None	\$6,720.00
Total estimated fee for Task #3					\$6,720.00
ANNUAL PROJECT FEE (PER 12 MONTH PERIOD)		Total Estimated Fee, in dollars			\$19,920.00

**EXHIBIT A**



**5-413 Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |   |  |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence                | \$1,000,000 Bodily Injury - Ea. Person       |
| \$2,000,000 Aggregate                     | \$1,000,000 Bodily Injury - Ea. Occurrence   |
|   | \$1,000,000 Property Damage - Ea. Occurrence |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

**5-414 Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

NOTE: Certificate Holder Address: **City of Lodi**  
**221 West Pine Street**  
**Lodi CA 95240**

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
CITY MANAGER TO EXECUTE TWO-YEAR PROFESSIONAL  
SERVICES AGREEMENT AND NEGOTIATE AND EXECUTE  
AGREEMENT EXTENSIONS FOR AGRONOMIST SUPPORT FOR  
COMPLETION OF WHITE SLOUGH WATER POLLUTION  
CONTROL FACILITY LAND APPLICATION AREA MONITORING

=====

WHEREAS, farming operations at the White Slough Water Pollution Control facility include the irrigation with recycled water and the application of biosolids for fodder crops that are cultivated on approximately 790 acres of City-owned farmland surrounding the facility; and

WHEREAS, in accordance with the City's National Pollutant Discharge Elimination System permit, the City is required to monitor the application of the recycled water and biosolids to ensure that the fields are not organically or hydraulically overloaded; and

WHEREAS, to ensure that the land application area recordkeeping and management practices are successful, the City has contracted for agronomist support services on an annual basis, and because of the high quality of services and history with Crop Production Services, of Stockton, California, staff recommends a two-year professional services agreement for these services be executed; and

WHEREAS, the professional services agreement contains provisions for two two-year extensions, and staff recommends the City Manager be authorized to negotiate and execute the extensions, should that be in the best interest of the City

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a two-year Professional Services Agreement with Crop Production Services, of Stockton, California, in the amount of \$39,840, for Agronomist Support for Completion of White Slough Water Pollution Control Facility Application Area Monitoring; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to negotiate and execute up to two two-year extensions.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



## CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute One-Year Extension of Contract with Republic ITS, of Novato, for Traffic Signal Preventive Maintenance and Repair Program for Fiscal Year 2012/13 (\$17,819)

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute one-year extension of contract with Republic ITS, of Novato, for traffic signal preventive maintenance and repair program for Fiscal Year 2012/13, in the amount of \$17,819.

**BACKGROUND INFORMATION:** The project includes providing preventive maintenance and repair services for the 48 City-maintained traffic signal and lighting systems. The specifications require the contractor to provide signal maintenance inspections at 120-day intervals and annually test the traffic signals and spare monitors.

City Council awarded the contract for the traffic signal preventive maintenance and repair program for Fiscal Year 2010/11 to Republic ITS on August 4, 2010, and authorized the City Manager to extend the contract for an additional year. The contract was extended for Fiscal Year 2011/12 at no increase in cost.

Project specifications contain a provision to extend the contract, and Republic ITS has agreed to continue to provide the same level of service at no increase in cost to the City. Due to the high quality of service provided by Republic ITS, staff recommends extending the contract a second and final time for the upcoming fiscal year.

**FISCAL IMPACT:** Regular maintenance of the City's traffic signal and lighting systems reduces the City's exposure to liability claims.

**FUNDING AVAILABLE:** Street Operating Budget, Measure K Funds (325)

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Jordan Ayers  
Deputy City Manager/Internal Services Director

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F. Wally Sandelin  
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer  
FWS/KMG/pmf  
cc: Deputy Public Works Director – Utilities  
Compliance Engineer

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

CONTRACT EXTENSION AGREEMENT NO. 2  
TRAFFIC SIGNAL PREVENTATIVE MAINTENANCE  
AND REPAIR PROGRAM 2010/2011

THIS CONTRACT EXTENSION AGREEMENT, made and entered this \_\_\_\_\_ day of June, 2012, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Owner", and REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC., hereinafter called "Contractor."

WITNESSETH:

1. WHEREAS; Contractor and Owner entered into a contract for Traffic Signal Preventative Maintenance and Repair Program 2010/2011 on August 1, 2010, and executed a Contract Extension Agreement on July 19, 2011.
2. WHEREAS; both parties desire to extend the contract in accordance with Section 6-25, Option to Renew of the Special Provisions.
3. WHEREAS; the contract shall not exceed the contract price of \$17,819 for the duration of this extension.
4. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of one (1) year, commencing August 1, 2012 and terminating July 31, 2013. All other terms and conditions will remain as set forth as reflected in the Contract for Traffic Signal Preventative Maintenance and Repair Program 2010/2011, attached hereto as Exhibit 1, and the Contract Extension Agreement, attached hereto as Exhibit 2, and made a part hereof as though fully set forth herein.
5. INSURANCE: Contractor shall provide insurance as set forth in the attached Exhibit 3, Insurance Requirements for Contractor.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Extension Agreement on \_\_\_\_\_, 2012.

CITY OF LODI, a municipal corporation  
hereinabove called "Owner"

REPUBLIC INTELLIGENT TRANSPORTATION  
SERVICES, INC., a California Corporation  
hereinabove called "Contractor"

\_\_\_\_\_  
KONRADT BARTLAM  
City Manager

Attest:

\_\_\_\_\_  
RANDI JOHL, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. STEPHEN SCHWABAUER, City Attorney



\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

**TRAFFIC SIGNAL PREVENTIVE MAINTENANCE  
AND REPAIR PROGRAM 2010/2011****CONTRACT**

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CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and REPUBLIC ITS, herein referred to as the "Contractor."

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids  
Information to Bidders  
General Provisions  
Special Provisions  
Bid Proposal  
Contract  
Contract Bonds  
Plans

The July 2002 Edition,  
Standard Specifications,  
State of California,  
Business and Transportation Agency,  
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

**ARTICLE I** - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

**ARTICLE II** - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to maintain up to 48 City traffic signal and lighting systems and other incidental and related work in accordance with these specifications. An additional bid item for traffic signal repair is a separate bid. This item may be awarded for the full year, a partial year or not at all. The intersections to be maintained are shown in the Appendix of the Specifications for Traffic Signal and Lighting Systems 2010/2011.

## **TRAFFIC SIGNAL MAINTENANCE SERVICES**

**Project includes a total of three (3) inspections per year at 120-day intervals as described below.**

### **BID A: PREVENTIVE MAINTENANCE/INSPECTION**

Inspect each site and perform necessary preventive maintenance as described in Traffic Signal Inspection procedures. The bid item Unit Price A is for one inspection, based on three (3) inspections per year at 120-day intervals. The First inspection and preventive maintenance shall be done in July 2010 and include conflict monitor testing (considered Bid B as described below). The second inspection and preventive maintenance only, shall be done in November 2010. The third inspection and preventive maintenance only, shall be done in March 2011.

### **BID B: PREVENTIVE MAINTENANCE INSPECTION AND MONITOR TESTING**

Inspect each site as described in BID A as well as test and calibrate conflict monitor. To be done in conjunction with first inspection and preventative maintenance in July.

### **BID C: TEST SPARE TRAFFIC MONITORS**

Test and calibrate eight spare conflict monitors at contractor's testing facility.

### **BID D: OPTIONAL BID ITEM - DETECTOR LOOP TESTING**

**These items will not be a part of the bid tabulation for award purposes, but must be completed for the bid to be considered.**

Loop testing shall be performed as specified in Caltrans Standard Specifications Section 86-2.14. Testing at Intersections (48) as described in BID A.



<b>Location</b>		<b>Unit Price A Preventive Maintenance Inspection, Price Per Inspection</b>	<b>Unit Price B Inspection and Monitor Testing &amp; Calibration, Price Per Inspection</b>	<b>Unit Price Optional Bid Unit Price D Test Traffic Loops</b>
1.	Beckman Road/Kettleman Lane	\$89.00	\$90.00	\$1,600.00
2.	Central Avenue/Lodi Avenue	\$89.00	\$90.00	\$1,600.00
3.	Century Boulevard/Hutchins Street	\$89.00	\$90.00	\$1,600.00
4.	Century Boulevard/Lower Sacramento Road	\$89.00	\$90.00	\$1,600.00
5.	Century Boulevard/Ham Lane	\$89.00	\$90.00	\$1,600.00
6.	Cherokee Lane/Hale Road	\$89.00	\$90.00	\$1,600.00
7.	Cherokee Lane/Lockeford Street	\$89.00	\$90.00	\$1,600.00
8.	Cherokee Lane/Lodi Avenue	\$89.00	\$90.00	\$1,600.00
9.	Cherokee Lane/Pine Street	\$89.00	\$90.00	\$1,600.00
10.	Cherokee Lane/Tokay Street	\$89.00	\$90.00	\$1,600.00
11.	Cherokee Lane/Victor Road	\$89.00	\$90.00	\$1,600.00
12.	Church Street/Elm Street	\$89.00	\$90.00	\$1,600.00
13.	Church Street/Lodi Avenue	\$89.00	\$90.00	\$1,600.00
14.	Church Street/Oak Street	\$89.00	\$90.00	\$1,600.00
15.	Church Street/Pine Street	\$89.00	\$90.00	\$1,600.00

<b>Location</b>		<b>Unit Price A Preventive Maintenance Inspection, Price Per Inspection</b>	<b>Unit Price B Inspection and Monitor Testing &amp; Calibration, Price Per Inspection</b>	<b>Unit Price Optional Bid Unit Price D Test Traffic Loops</b>
16.	Church Street/Turner Road	\$89.00	\$90.00	\$1,600.00
17.	Church Street/Walnut Street	\$89.00	\$90.00	\$1,600.00
18.	Crescent Avenue/Lodi Avenue	\$89.00	\$90.00	\$1,600.00
19.	Elm Street/Ham Lane	\$89.00	\$90.00	\$1,600.00
20.	Elm Street/Lower Sacramento Road	\$89.00	\$90.00	\$1,600.00
21.	Fairmont Avenue/Lodi Avenue	\$89.00	\$90.00	\$1,600.00
22.	Ham Lane/Lockeford Street	\$89.00	\$90.00	\$1,600.00
23.	Ham Lane/Lodi Avenue	\$89.00	\$90.00	\$1,600.00
24.	Ham Lane/Tokay Street	\$89.00	\$90.00	\$1,600.00
25.	Ham Lane/Turner Road	\$89.00	\$90.00	\$1,600.00
26.	Ham Lane/Vine Street	\$89.00	\$90.00	\$1,600.00
27.	Harney Lane/Hutchins Street	\$89.00	\$90.00	\$1,600.00
28.	Harney Lane/Lower Sacramento Road	\$89.00	\$90.00	\$1,600.00
29.	Harney Lane/Stockton Street	\$89.00	\$90.00	\$1,600.00
30.	Hutchins Street/Lodi Avenue	\$89.00	\$90.00	\$1,600.00
31.	Hutchins Street/Tokay Street	\$89.00	\$90.00	\$1,600.00

<b>Location</b>		<b>Unit Price A Preventive Maintenance Inspection, Price Per Inspection</b>	<b>Unit Price B Inspection and Monitor Testing &amp; Calibration, Price Per Inspection</b>	<b>Unit Price Optional Bid Unit Price D Test Traffic Loops</b>
32.	Hutchins Street/Vine Street	\$89.00	\$90.00	\$1,600.00
33.	Lockeford Street/Sacramento Street	\$89.00	\$90.00	\$1,600.00
34.	Lodi Avenue/Lower Sacramento Road	\$89.00	\$90.00	\$1,600.00
35.	Lodi Avenue/Mills Avenue	\$89.00	\$90.00	\$1,600.00
36.	Lodi Avenue/Sacramento Street	\$89.00	\$90.00	\$1,600.00
37.	Lodi Avenue/School Street	\$89.00	\$90.00	\$1,600.00
38.	Lodi Avenue/Stockton Street	\$89.00	\$90.00	\$1,600.00
39.	Lower Sacramento Road/Sunwest Market Place	\$89.00	\$90.00	\$1,600.00
40.	Lower Sacramento Road/Tokay Street	\$89.00	\$90.00	\$1,600.00
41.	Lower Sacramento Road(N)/Turner Road	\$89.00	\$90.00	\$1,600.00
42.	Lower Sacramento Road – Turner Road/Woodhaven Lane	\$89.00	\$90.00	\$1,600.00
43.	Lower Sacramento Road/Vine Street	\$89.00	\$90.00	\$1,600.00
44.	Mills Avenue/Turner Road	\$89.00	\$90.00	\$1,600.00
45.	Pine Street/Sacramento Street	\$89.00	\$90.00	\$1,600.00
46.	Pine Street/School Street	\$89.00	\$90.00	\$1,600.00
47.	Stockton Street/Turner Road	\$89.00	\$90.00	\$1,600.00

Location		Unit Price A Preventive Maintenance Inspection, Price Per Inspection	Unit Price B Inspection and Monitor Testing & Calibration, Price Per Inspection	Unit Price Optional Bid Unit Price D Test Traffic Loops
	Total of all sites at <u>one inspection</u> each - SUBTOTAL	\$4,183.00	\$4,230.00	\$75,200.00
	SUBTOTAL TOTAL BID A TIMES 3 INSPECTIONS	\$12,549.00	ONLY ONE TESTING AND CALIBRATION	
	TOTAL BID A PLUS SUBTOTAL BID B	\$16,779.00		
	BID C: TEST 8 SPARE CITY OWNED TRAFFIC MONITORS	\$1,040.00	\$130.00	
	GRAND TOTAL: BID A PLUS BID B PLUS BID C	\$17,819.00		
	GRAND TOTAL: OPTIONAL BID D			\$75,200.00
Labor for repairs beyond Preventive Maintenance as defined in Section 6, Special Provisions. Not to be included in bid tabulations.				
	Not part of contract award, but must be completed for bid to be considered.	TRAFFIC SIGNAL REPAIR ( LABOR ONLY) PRICE PER HOUR	\$ <u>115.00</u> PER HOUR	

### Optional Bid Items

These items will not be a part of the bid tabulation for award purposes,  
but must be completed for the bid to be considered.

#### 1. DETECTOR LOOP TESTING

Loop testing shall be performed to the as specified in Caltrans Standard Specifications, Section 86-2.14 Testing

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

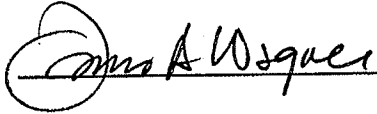
ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract as directed by the City during the 2010/2011 fiscal year.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

\_\_\_\_\_

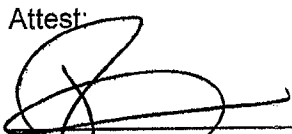
By: James A. Wagner

VP Engineering  
Title

CITY OF LODI

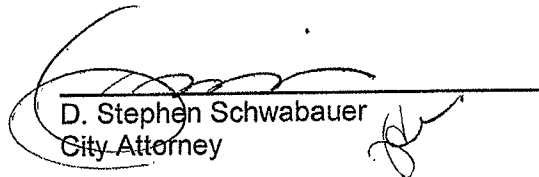
By: \_\_\_\_\_  
Konradt Bartlam  
Interim City Manager

Date: 8-31-10

Attest:  
\_\_\_\_\_  
Randi Johl  
City Clerk

(CORPORATE SEAL)

Approved as to form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

## EXHIBIT A

CITY OF LODI  
PUBLIC WORKS DEPARTMENT

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PROJECT: TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND REPAIR  
PROGRAM 2010/2011

Notice is hereby given that the specifications for the above referenced project have been revised as follows:

### **6-04 SCHEDULING WORK**

Prior to beginning any work, the Contractor shall furnish the Engineer with a work progress schedule in writing indicating the anticipated work procedure. The first inspection including conflict monitor testing shall be completed during the month of **September, 2010**. The second inspection shall be performed in **January of 2011**. The third inspection and preventive maintenance only, shall be done in **May, 2011** as described in Section 6-05 of these Special Provisions. The first inspection shall include the monitor testing and shall be completed within the first thirty (30) days of the Contract. This schedule shall be kept current and the Engineer shall be notified in writing 48 hours in advance of any variation thereof. The Contractor shall also supply the Engineer with a telephone number or numbers where a duly authorized representative of the Contractor may be reached at any time.

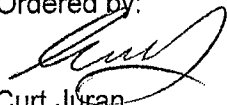
**Work hours will be limited to the hours between 7:00 a.m. to 10:00 p.m.**

The Contractor shall receive the Engineer's approval prior to working hours other than as shown above.

Prior to beginning work, a conference with the Contractor and Engineer concerning the schedule, traffic control and job safety shall be held.

Dated: August 18, 2010

Ordered by:



Curt Juran  
Streets & Drainage Superintendent

CONTRACT EXTENSION AGREEMENT  
TRAFFIC SIGNAL PREVENTIVE MAINTENANCE  
AND REPAIR PROGRAM 2010/2011

THIS CONTRACT EXTENSION AGREEMENT, made and effective this 1<sup>st</sup> day of August, 2011, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Owner", and REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC., a California Corporation, hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and Owner, entered into a contract for Traffic Signal Preventive Maintenance and Repair Program 2010/2011 on August 1, 2010, providing that the contract could be extended by mutual agreement of the parties.
2. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of one (1) year, commencing on August 1, 2011 and terminating July 31, 2012. All other terms and conditions will remain as set forth in the Contract for Traffic Signal Preventive Maintenance and Repair Program 2010/2011 attached hereto as Exhibit A and made a part hereof as though fully set forth herein.


IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Extension Agreement on July 19, 2011.

CITY OF LODI, a municipal corporation  
hereinabove called "Owner"

REPUBLIC INTELLIGENT TRANSPORTATION  
SERVICES, INC., a California Corporation  
hereinabove called "Contractor"

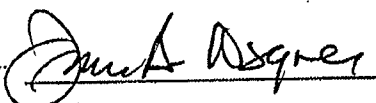
  
\_\_\_\_\_  
KONRADT BARTLAM  
City Manager

Attest:

  
\_\_\_\_\_  
RANDI JOHL  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
JANICE D. MAGDICH  
Deputy City Attorney

By:   
\_\_\_\_\_  
Title: James A. Wagner  
VP Engineering

X   
\_\_\_\_\_  
Dirk Glaser  
Asst. Secretary



**TRAFFIC SIGNAL PREVENTIVE MAINTENANCE  
AND REPAIR PROGRAM 2010/2011****CONTRACT**

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and REPUBLIC ITS, herein referred to as the "Contractor."

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids  
Information to Bidders  
General Provisions  
Special Provisions  
Bid Proposal  
Contract  
Contract Bonds  
Plans

The July 2002 Edition,  
Standard Specifications,  
State of California,  
Business and Transportation Agency,  
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

**ARTICLE I** - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

**ARTICLE II** - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to maintain up to 48 City traffic signal and lighting systems and other incidental and related work in accordance with these specifications. An additional bid item for traffic signal repair is a separate bid. This item may be awarded for the full year, a partial year or not at all. The intersections to be maintained are shown in the Appendix of the Specifications for Traffic Signal and Lighting Systems 2010/2011.

## **TRAFFIC SIGNAL MAINTENANCE SERVICES**

**Project includes a total of three (3) inspections per year at 120-day intervals as described below.**

### **BID A: PREVENTIVE MAINTENANCE/INSPECTION**

Inspect each site and perform necessary preventive maintenance as described in Traffic Signal Inspection procedures. The bid item Unit Price A is for one inspection, based on three (3) inspections per year at 120-day intervals. The First inspection and preventive maintenance shall be done in July 2010 and include conflict monitor testing (considered Bid B as described below). The second inspection and preventive maintenance only, shall be done in November 2010. The third inspection and preventive maintenance only, shall be done in March 2011.

### **BID B: PREVENTIVE MAINTENANCE INSPECTION AND MONITOR TESTING**

Inspect each site as described in BID A as well as test and calibrate conflict monitor. To be done in conjunction with first inspection and preventative maintenance in July.

### **BID C: TEST SPARE TRAFFIC MONITORS**

Test and calibrate eight spare conflict monitors at contractor's testing facility.

### **BID D: OPTIONAL BID ITEM - DETECTOR LOOP TESTING**

**These items will not be a part of the bid tabulation for award purposes, but must be completed for the bid to be considered.**

Loop testing shall be performed as specified in Caltrans Standard Specifications Section 86-2.14. Testing at Intersections (48) as described in BID A.

Location		Unit Price A Preventive Maintenance Inspection, Price Per Inspection	Unit Price B Inspection and Monitor Testing & Calibration, Price Per Inspection	Unit Price Optional Bid Unit Price D Test Traffic Loops
1.	Beckman Road/Kettleman Lane	\$89.00	\$90.00	\$1,600.00
2.	Central Avenue/Lodi Avenue	\$89.00	\$90.00	\$1,600.00
3.	Century Boulevard/Hutchins Street	\$89.00	\$90.00	\$1,600.00
4.	Century Boulevard/Lower Sacramento Road	\$89.00	\$90.00	\$1,600.00
5.	Century Boulevard/Ham Lane	\$89.00	\$90.00	\$1,600.00
6.	Cherokee Lane/Hale Road	\$89.00	\$90.00	\$1,600.00
7.	Cherokee Lane/Lockeford Street	\$89.00	\$90.00	\$1,600.00
8.	Cherokee Lane/Lodi Avenue	\$89.00	\$90.00	\$1,600.00
9.	Cherokee Lane/Pine Street	\$89.00	\$90.00	\$1,600.00
10.	Cherokee Lane/Tokay Street	\$89.00	\$90.00	\$1,600.00
11.	Cherokee Lane/Victor Road	\$89.00	\$90.00	\$1,600.00
12.	Church Street/Elm Street	\$89.00	\$90.00	\$1,600.00
13.	Church Street/Lodi Avenue	\$89.00	\$90.00	\$1,600.00
14.	Church Street/Oak Street	\$89.00	\$90.00	\$1,600.00
15.	Church Street/Pine Street	\$89.00	\$90.00	\$1,600.00

Location		Unit Price A Preventive Maintenance Inspection, Price Per Inspection	Unit Price B Inspection and Monitor Testing & Calibration, Price Per Inspection	Unit Price Optional Bid Unit Price D Test Traffic Loops
16.	Church Street/Turner Road	\$89.00	\$90.00	\$1,600.00
17.	Church Street/Walnut Street	\$89.00	\$90.00	\$1,600.00
18.	Crescent Avenue/Lodi Avenue	\$89.00	\$90.00	\$1,600.00
19.	Elm Street/Ham Lane	\$89.00	\$90.00	\$1,600.00
20.	Elm Street/Lower Sacramento Road	\$89.00	\$90.00	\$1,600.00
21.	Fairmont Avenue/Lodi Avenue	\$89.00	\$90.00	\$1,600.00
22.	Ham Lane/Lockeford Street	\$89.00	\$90.00	\$1,600.00
23.	Ham Lane/Lodi Avenue	\$89.00	\$90.00	\$1,600.00
24.	Ham Lane/Tokay Street	\$89.00	\$90.00	\$1,600.00
25.	Ham Lane/Turner Road	\$89.00	\$90.00	\$1,600.00
26.	Ham Lane/Vine Street	\$89.00	\$90.00	\$1,600.00
27.	Harney Lane/Hutchins Street	\$89.00	\$90.00	\$1,600.00
28.	Harney Lane/Lower Sacramento Road	\$89.00	\$90.00	\$1,600.00
29.	Harney Lane/Stockton Street	\$89.00	\$90.00	\$1,600.00
30.	Hutchins Street/Lodi Avenue	\$89.00	\$90.00	\$1,600.00
31.	Hutchins Street/Tokay Street	\$89.00	\$90.00	\$1,600.00

Location		Unit Price A Preventive Maintenance Inspection, Price Per Inspection	Unit Price B Inspection and Monitor Testing & Calibration, Price Per Inspection	Unit Price Optional Bid Unit Price D Test Traffic Loops
32.	Hutchins Street/Vine Street	\$89.00	\$90.00	\$1,600.00
33.	Lockeford Street/Sacramento Street	\$89.00	\$90.00	\$1,600.00
34.	Lodi Avenue/Lower Sacramento Road	\$89.00	\$90.00	\$1,600.00
35.	Lodi Avenue/Mills Avenue	\$89.00	\$90.00	\$1,600.00
36.	Lodi Avenue/Sacramento Street	\$89.00	\$90.00	\$1,600.00
37.	Lodi Avenue/School Street	\$89.00	\$90.00	\$1,600.00
38.	Lodi Avenue/Stockton Street	\$89.00	\$90.00	\$1,600.00
39.	Lower Sacramento Road/Sunwest Market Place	\$89.00	\$90.00	\$1,600.00
40.	Lower Sacramento Road/Tokay Street	\$89.00	\$90.00	\$1,600.00
41.	Lower Sacramento Road(N)/Turner Road	\$89.00	\$90.00	\$1,600.00
42.	Lower Sacramento Road -- Turner Road/Woodhaven Lane	\$89.00	\$90.00	\$1,600.00
43.	Lower Sacramento Road/Vine Street	\$89.00	\$90.00	\$1,600.00
44.	Mills Avenue/Turner Road	\$89.00	\$90.00	\$1,600.00
45.	Pine Street/Sacramento Street	\$89.00	\$90.00	\$1,600.00
46.	Pine Street/School Street	\$89.00	\$90.00	\$1,600.00
47.	Stockton Street/Turner Road	\$89.00	\$90.00	\$1,600.00

Location		Unit Price A Preventive Maintenance Inspection, Price Per Inspection	Unit Price B Inspection and Monitor Testing & Calibration, Price Per Inspection	Unit Price Optional Bid Unit Price D Test Traffic Loops
	Total of all sites at <u>one inspection</u> each - SUBTOTAL	\$4,183.00	\$4,230.00	\$75,200.00
	SUBTOTAL TOTAL BID A TIMES 3 INSPECTIONS	\$12,549.00	ONLY ONE TESTING AND CALIBRATION	
	TOTAL BID A PLUS SUBTOTAL BID B	\$16,779.00		
	BID C: TEST 8 SPARE CITY OWNED TRAFFIC MONITORS	\$1,040.00	\$130.00	
	GRAND TOTAL: BID A PLUS BID B PLUS BID C	\$17,819.00		
	GRAND TOTAL: OPTIONAL BID D			\$75,200.00
Labor for repairs beyond Preventive Maintenance as defined in Section 6, Special Provisions. Not to be included in bid tabulations.				
	Not part of contract award, but must be completed for bid to be considered.	TRAFFIC SIGNAL REPAIR ( LABOR ONLY) PRICE PER HOUR	\$ <u>115.00</u> PER HOUR	

### Optional Bid Items

These items will not be a part of the bid tabulation for award purposes,  
but must be completed for the bid to be considered.

#### 1. DETECTOR LOOP TESTING

Loop testing shall be performed to the as specified in Caltrans Standard Specifications, Section 86-2.14 Testing

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

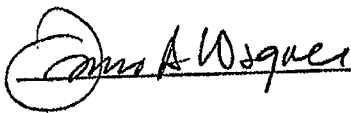
ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract as directed by the City during the 2010/2011 fiscal year.



WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

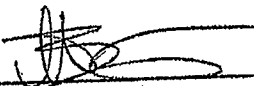
CONTRACTOR:

  
\_\_\_\_\_

By: James A. Wagner  
\_\_\_\_\_

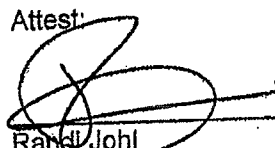
VP Engineering  
Title

CITY OF LODI

By:   
\_\_\_\_\_

Konradt Bartlam  
Interim City Manager

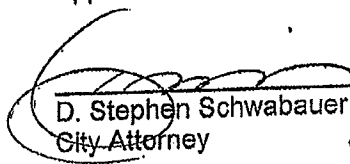
Date: 8-31-10  
\_\_\_\_\_

Attest:   
\_\_\_\_\_

Randi Juhl  
City Clerk

(CORPORATE SEAL)

Approved as to form:

  
\_\_\_\_\_

D. Stephen Schwabauer  
City Attorney

**EXHIBIT A**

CITY OF LODI  
PUBLIC WORKS DEPARTMENT

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PROJECT: TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND REPAIR  
PROGRAM 2010/2011

Notice is hereby given that the specifications for the above referenced project have been revised as follows:

**6-04 SCHEDULING WORK**

Prior to beginning any work, the Contractor shall furnish the Engineer with a work progress schedule in writing indicating the anticipated work procedure. The first inspection including conflict monitor testing shall be completed during the month of **September, 2010**. The second inspection shall be performed in **January of 2011**. The third inspection and preventive maintenance only, shall be done in **May, 2011** as described in Section 6-05 of these Special Provisions. The first inspection shall include the monitor testing and shall be completed within the first thirty (30) days of the Contract. This schedule shall be kept current and the Engineer shall be notified in writing 48 hours in advance of any variation thereof. The Contractor shall also supply the Engineer with a telephone number or numbers where a duly authorized representative of the Contractor may be reached at any time.

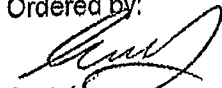
**Work hours will be limited to the hours between 7:00 a.m. to 10:00 p.m.**

The Contractor shall receive the Engineer's approval prior to working hours other than as shown above.

Prior to beginning work, a conference with the Contractor and Engineer concerning the schedule, traffic control and job safety shall be held.

Dated: August 18, 2010

Ordered by:



Curt Juran  
Streets & Drainage Superintendent



## EXHIBIT 3

**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$3,000,000 Bodily Injury  
Ea. Occurrence/Aggregate  
  
\$3,000,000 Property Damage  
Ea. Occurrence/Aggregate

Or

\$3,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person  
\$1,000,000 Bodily Injury - Ea. Occurrence  
  
\$1,000,000 Property Damage - Ea. Occurrence

Or

\$1,000,000 Combined Single Limits

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

(e) Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
ONE-YEAR EXTENSION OF CONTRACT FOR  
TRAFFIC SIGNAL PREVENTIVE MAINTENANCE  
AND REPAIR PROGRAM

=====

WHEREAS, on August 4, 2010, City Council awarded the contract for Traffic Signal Preventive Maintenance and Repair to Republic ITS, of Novato, California, and authorized the City Manager to extend the contract for an additional year; and

WHEREAS, the contract was extended for Fiscal Year 2011/12 at no increase in cost; and

WHEREAS, the specifications included an option to extend the contract, and Republic ITS has agreed to continue to provide the same level of service at no increase in cost to the City; and

WHEREAS, staff recommends executing a one-year extension of the contract with Republic ITS.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the one-year extension of the contract with Republic ITS, of Novato, California, for Traffic Signal Preventive Maintenance and Repair Program for Fiscal Year 2012/13 in the amount of \$17,819; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the contract extension on behalf of the City of Lodi.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute One-Year Extension of Contract with TruGreen LandCare, of Rancho Cordova, for Maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2012/13 (\$24,949.60)

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute one-year extension of contract with TruGreen LandCare, of Rancho Cordova, for maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2012/13 in the amount of \$24,949.60.

**BACKGROUND INFORMATION:** This project provides for the contract landscape maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1. This contract will cover Zones 1, 2, 4, 5, 6, 8, 11, 13 and 15. The remaining zones do not have landscape maintained through this contract.

City Council awarded the contract for the maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2011/12 to TruGreen LandCare on April 20, 2011. Project specifications contain a provision to extend the contract, and TruGreen LandCare has agreed to continue to provide the same level of service at no increase in cost to the City. Due to the high quality of service provided by TruGreen LandCare, staff recommends extending the contract for the upcoming fiscal year.

**FISCAL IMPACT:** Maintenance of existing landscape improvements enhances the City's appearance for its residents and visitors.

**FUNDING AVAILABLE:** Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 revenue accounts (502501, 503501, 506501, 507501, and 509501).

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer  
FWS/KMG/pmf  
cc: Deputy Public Works Director – Utilities  
Compliance Engineer

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

## CONTRACT EXTENSION AGREEMENT

### MAINTENANCE OF LODI CONSOLIDATED LANDSCAPE ASSESSMENT DISTRICT 2003-1 2011/12 ANNUAL CONTRACT

THIS CONTRACT EXTENSION AGREEMENT, made and entered this \_\_\_\_\_ day of June, 2012, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Owner", and TRUGREEN LANDCARE, LLC, hereinafter called "Contractor."

#### WITNESSETH:

1. WHEREAS; Contractor and Owner entered into the Contract for the Maintenance of Lodi Consolidated Landscape Assessment District 2003-1, 2011/2012 on June 9, 2011.
2. WHEREAS; both parties desire to extend the contract in accordance with Section 5.000 Item 1.5, Option to Renew, of the Special Provisions.
3. WHEREAS; the contract shall not exceed the contract price of \$24,949.60 for the duration of this extension.
4. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of one (1) year, commencing July 1, 2012, and terminating June 30, 2013. All other terms and conditions will remain as set forth as reflected in the Contract for the Maintenance of Lodi Consolidated Landscape Assessment District 2003-1, 2011/2012, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
5. INSURANCE: Contractor shall provide insurance as set forth in the attached Exhibit B, Insurance Requirements for Contractor.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Extension Agreement on \_\_\_\_\_, 2012.

CITY OF LODI, a municipal corporation  
hereinabove called "Owner"

TRUGREEN LANDCARE, LLC.  
hereinabove called "Contractor"


\_\_\_\_\_  
KONRADT BARTLAM  
City Manager

\_\_\_\_\_  
KEVIN ARNETT  
Branch Manager

Attest:

\_\_\_\_\_  
RANDI JOHL, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
D. STEPHEN SCHWABAUER, City Attorney

**MAINTENANCE OF LODI CONSOLIDATED LANDSCAPE  
ASSESSMENT DISTRICT 2003-1, 2011/2012**

**CONTRACT**

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "City" and TRUGREEN LANDCARE, LLC, herein referred to as "Contractor".

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents, which are filed in the Public Works Department, and which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition Standard
Information to Bidders	Specifications, State of California
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Vicinity Maps	
Water Conservation Ordinance	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

**ARTICLE I** That for and in consideration of the payments and agreements hereinafter mentioned, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to maintain in a good workmanlike and substantial manner to the satisfaction of the City the proposed maintenance of landscaped areas.

**ARTICLE II** The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

**ARTICLE III** And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

**ARTICLE IV** By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

MAINTENANCE OF ASSESSMENT DISTRICT LANDSCAPE AREAS BASED ON WEEKLY SERVICE				BID PRICE - INDIVIDUAL ITEM PER WEEK				
ITEM	SITE	DESCRIPTION & LOCATION	Square Feet	PRUNING AS NEEDED	WEED CONTROL	LITTER PICKUP	IRRIGATION MAINTENANCE	WEEKLY TOTAL PER SITE
1	R2020	NW Stockton St and Almond Dr	16,470	42.00	6.95	8.00	8.00	64.95
2	R2022	N side of Almond Dr E/O Stockton St	4,950	3.75	4.75	4.00	4.00	16.50
3	R2014	Traffic Circle - Cherrywood	1,256	3.75	3.75	4.00	4.00	15.50
4	T1591	N side of Harney Ln - Poppy Dr to west end	14,850	15.00	4.75	4.00	4.00	27.75
5	T1594	N side of Harney Ln - Poppy Dr to east end	9,787	20.75	6.75	8.00	8.00	43.50
6	T1298	N side of Harney Ln - Legacy Wy to west end	12,825	26.00	6.95	8.00	8.00	48.95
7	T1349	West side of Mills Av – Harney Ln to Wyndam Wy	7,965	7.50	6.95	4.00	4.00	22.45
8	T2182	Harney Ln – Panzani Wy to Porta Rosa Wy	1,020	2.00	3.30	2.00	2.00	9.30
9	T2194	Harney Ln – Panzani Wy to Cherokee Ln	14,981	7.50	6.95	4.00	4.00	22.45



MAINTENANCE OF ASSESSMENT DISTRICT LANDSCAPE AREAS BASED ON WEEKLY SERVICE				BID PRICE - INDIVIDUAL ITEM PER WEEK				
ITEM	SITE	DESCRIPTION & LOCATION	Square Feet	PRUNING AS NEEDED	WEED CONTROL	LITTER PICKUP	IRRIGATION MAINTENANCE	WEEKLY TOTAL PER SITE
10	T2176	West side of Cherokee Ln – Harney Ln to north end	20,650	15.00	6.95	4.00	4.00	29.95
11	T2153	Villas common drives – Via Marco Ln	2,880	NA	3.75	0.40	NA	4.15
12	T2157	Villas common drives – Corfino Ln	2,880	NA	3.75	0.40	NA	4.15
13	T2164	Villas common drives – Massarosa Ln east	2,880	NA	3.75	0.40	NA	4.15
14	T2163	Villas common drives – Massarosa Ln west	2,880	NA	3.75	0.40	NA	4.15
15	T2173	Villas common drives – San Pietro Ln	2,880	NA	3.75	0.40	NA	4.15
16	T2175	Villas common drives – Felino Ln	2,880	NA	3.75	0.40	NA	4.15
17	T2166	Villas common drives – Palazzo Ln	2,880	NA	3.75	0.40	NA	4.15
18	T2183	Villas common drives – Vallini Ln	2,880	NA	3.75	0.40	NA	4.15
19	T2184	Villas common drives – Marano Ln	2,880	NA	3.75	0.40	NA	4.15
20	T2185	Villas common drives – Mercato Ln	2,880	NA	3.75	0.40	NA	4.15
21	T1300	Walkway – Katnich to Wyndham	5625	2.00	13.00	4.00	4.00	23.00
22	T1200	Lower Sacramento Rd – Vintage Oaks to north end	1,701	3.75	3.75	4.00	4.00	15.50

MAINTENANCE OF ASSESSMENT DISTRICT LANDSCAPE AREAS BASED ON WEEKLY SERVICE				BID PRICE - INDIVIDUAL ITEM PER WEEK				
ITEM	SITE	DESCRIPTION & LOCATION	Square Feet	PRUNING AS NEEDED	WEED CONTROL	LITTER PICKUP	IRRIGATION MAINTENANCE	WEEKLY TOTAL PER SITE
23	T1210	Lower Sacramento Road – Vintage Oaks to south end	1,701	3.75	3.75	4.00	4.00	15.50
24	T1109	Lower Sacramento Road – Center median east half fronting subdivision	2,394	3.75	3.75	4.00	4.00	15.50
25	T1396	Harney Lane –E/O Legacy Wy to east end	9,112	15.00	3.75	2.00	2.00	22.75
26	J2595	N/side Victor Rd. E/O Guild	16,000	22.50	6.25	8.00	8.00	44.75
				PRUNING AS NEEDED	WEED CONTROL	LITTER PICKUP	IRRIGATION MAINTENANCE	
		Weekly Totals		194.00	130.00	80.00	76.00	479.80
		ANNUALIZED COST BASED ON ONE VISIT PER WEEK (52 Weeks) GRAND TOTAL						\$24,949.60

RF=REVERSE FRONTAGE

**ARTICLE V** It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE PERIOD FOR THIS CONTRACT IS JULY 1, 2011 THROUGH JUNE 30, 2012, AND THE CONTRACTOR AGREES TO SUBMIT MONTHLY BILLINGS NO LATER THAN THE 10<sup>TH</sup> OF EACH MONTH.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first written.

TruGreen LandCare  
CONTRACTOR

Dated: 4-25-2011, 2011

Kim A.  
Authorized Signature

Branch Manager  
Title

landscape  
TYPE OF ORGANIZATION

Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

CITY OF LODI  
a Municipal corporation

Konradt Bartlam  
City Manager

6-8-11  
Date

Attest:  
Randi John  
City Clerk

6/9/11  
Date

Approved as to Form:

D. Stephen Schwabauer  
City Attorney

June 8, 2011  
Date

1.	<u>COMPREHENSIVE GENERAL LIABILITY</u>	2.	<u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
	\$2,000,000 Ea. Occurrence		\$1,000,000 Bodily Injury - Ea. Person
			\$1,000,000 Bodily Injury - Ea. Occurrence
	\$2,000,000 Aggregate		\$1,000,000 Property Damage - Ea. Occurrence

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

Additional named insured endorsement  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

Primary Insurance Endorsement:  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

**NOTE:** Certificate Holder Address: **City of Lodi**  
**221 West Pine Street**  
**Lodi CA 95240**

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
ONE-YEAR EXTENSION OF CONTRACT FOR  
MAINTENANCE OF LODI CONSOLIDATED  
LANDSCAPE MAINTENANCE ASSESSMENT  
DISTRICT NO. 2003-1

=====

WHEREAS, on April 20, 2011, City Council awarded the contract for the maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2011/12 to TruGreen LandCare, of Rancho Cordova, California; and

WHEREAS, the specifications included an option to renew the contract, and TruGreen LandCare has offered to extend the existing contract prices through 2013 with no cost increase; and

WHEREAS, staff recommends executing a one-year extension of the contract with TruGreen LandCare.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the one-year extension of the contract with TruGreen LandCare, of Rancho Cordova, California, for the maintenance of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2011/12 in the amount of \$24,949.60; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the contract extension.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute One-Year Extension of Contract with Jeff Case Construction, of Galt, for Curb, Gutter and Sidewalk Replacement (\$150,000)

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute one-year extension of contract with Jeff Case Construction, of Galt, for curb, gutter and sidewalk replacement, in the amount of \$150,000.

**BACKGROUND INFORMATION:** Curb, gutter and sidewalk replacement is an annual contract administered by the Streets and Drainage Division and is consistent with past practices. This contract is for replacement of miscellaneous concrete defects as guided by the sidewalk replacement program and is implemented by issuing work orders in small increments. In addition, prices from this contract are used for work ordered by the City for repair of sidewalk defects determined to be the property owners' responsibility. The costs for these repairs are reimbursed to the Street fund.

City Council awarded the contract for curb, gutter and sidewalk replacement to Jeff Case Construction on June 15, 2011. Project specifications contain a provision to extend the contract, and Jeff Case Construction has agreed to continue to provide the same level of service at no increase in cost to the City. This contract extension also includes an expanded scope of work in line with the City budget, due to the needs for curb, gutter and sidewalk repair. Due to the high quality of service provided by Jeff Case Construction, staff recommends extending the contract with an expanded scope of work for the upcoming fiscal year.

**FISCAL IMPACT:** The funding for this contract work significantly reduces the City's liability exposure resulting from trip and fall claims.

**FUNDING AVAILABLE:** The funds for this contract will be evenly split between Transportation Development Act (TDA) Bike/Ped (1241) and Measure K (325).

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer  
FWS/KMG/pmf  
cc: Deputy Public Works Director – Utilities  
Compliance Engineer

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

CONTRACT EXTENSION AGREEMENT  
2011/2012 CURB, GUTTER, AND SIDEWALK REPLACEMENT  
ANNUAL CONTRACT

THIS CONTRACT EXTENSION AGREEMENT, made and entered this \_\_\_\_\_ day of June, 2012, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Owner", and JEFF CASE CONSTRUCTION COMPANY, hereinafter called "Contractor."

WITNESSETH:

1. WHEREAS; Contractor and Owner entered into the 2011/2012 Curb, Gutter, and Sidewalk Replacement Annual Contract on June 15, 2011.
2. WHEREAS; both parties desire to extend the contract in accordance with Section 5.000 Item 1.5, Option to Renew, of the Special Provisions.
3. WHEREAS; the contract shall include an expanded scope of work, as shown in Exhibit B, not to exceed the contract price of \$150,000 for the duration of this extension.
4. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of one (1) year, commencing July 1, 2012 and terminating June 30, 2013. All other terms and conditions will remain as set forth as reflected in the 2011/2012 Curb, Gutter, and Sidewalk Replacement Annual Contract, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
5. INSURANCE: Contractor shall provide insurance as set forth in the attached Exhibit C, Insurance Requirements for Contractor.
6. BONDS: Contractor shall provide: 1) a faithful performance bond in the amount of 100 percent of the contract extension and 2) a labor and materials bond in the amount of 50 percent of the contract extension.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Extension Agreement on \_\_\_\_\_, 2012.

CITY OF LODI, a municipal corporation  
hereinabove called "Owner"

JEFF CASE CONSTRUCTION COMPANY.  
hereinabove called "Contractor"

\_\_\_\_\_  
KONRADT BARTLAM  
City Manager

\_\_\_\_\_  
JEFF CASE  
Owner

Attest:

\_\_\_\_\_  
RANDI JOHL, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. STEPHEN SCHWABAUER, City Attorney

**2011/2012 SIDEWALK REPAIR PROGRAM AND  
MISCELLANEOUS CONCRETE WORK****CONTRACT**

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CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and "JEFF CASE CONSTRUCTION COMPANY", herein referred to as the "Contractor."

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids  
Information to Bidders  
General Provisions  
Special Provisions  
Bid Proposal  
Contract

The July 1992 Edition,  
Standard Specifications,  
State of California,  
Business and Transportation Agency,  
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

**ARTICLE I** - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

**ARTICLE II** - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE III** - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and



subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Resident Engineer under them, to-wit:

Perform the work necessary to remove and replace curb, gutter and sidewalk in various locations throughout the City and other incidental and related work, all as shown on the plans and specifications for the above project. This is an annual unit price bid and the work will be divided into work orders which will usually range in price between \$500 and \$20,000, all as shown on the plans and specifications for "2011/2012 Sidewalk Repair Program and Miscellaneous Concrete Work".

**2011/2012 SIDEWALK REPAIR PROGRAM AND  
MISCELLANEOUS CONCRETE WORK**

**SECTION 3  
BID PROPOSAL**

CITY OF LODI, CALIFORNIA

Date: March, 2011

To the Lodi City Council  
c/o Purchasing Agent

(If delivered by FedEx, UPS or courier):  
310 West Elm Street  
Lodi, CA 95240

(If delivered by mail):  
P.O. Box 3006  
Lodi, CA 95241-1910

The undersigned declares that the site has been carefully examined, Information to Bidders, Contract, General Provisions, and the Special Provisions for the construction of various items required for the above-named project and submits this schedule of prices for the items of the bid.

If awarded the Contract, the undersigned agrees to furnish all labor, material and equipment necessary to complete said work for this project, excepting those items supplied by the City of Lodi, in strict accordance with the Information to Bidders, General Provisions, Special Provisions and Contract form adopted for the same and the requirements under them of the Engineer, and will take in full payment therefor the following unit and total prices, to-wit:

Perform the work necessary to remove and replace curb, gutter and sidewalk in various locations throughout the City and other incidental and related work, all as shown on the plans and specifications for the above project. This is an annual unit price bid and the work will be divided into work orders which will usually range in price between \$500 and \$20,000, all as shown on the plans and specifications for "2011/2012 Sidewalk Repair Program and Miscellaneous Concrete Work".

**BID ITEMS**

Item	Description	Qty	Unit	Price	Total
1	Saw Cut Concrete	50	LF	\$6.00	\$300.00
2	Remove Sidewalk or Asphalt Concrete	50	SF	6.50	325.00
3	Remove Commercial Sidewalk	100	SF	12.00	1,200.00
4	Remove Square-Type Curb and Gutter	0	LF	20.00	0
5	Remove Vertical-Type Curb and Gutter	0	LF	20.00	0
6	Remove Driveway-Type Curb and Gutter	0	LF	20.00	0
7	Remove Commercial-Type Curb and Gutter	20	LF	25.00	500.00
8	Root Surgery Under Sidewalk or in Planter Area	1	EA	400.00	400.00
9	Root Surgery Under Curb and Gutter	1	EA	400.00	400.00
10	Install Sidewalk or Residential Driveway (0 – 75 SF)	500	SF	10.00	5,000.00
11	Install Sidewalk or Residential Driveway (76 – 300 SF)	5250	SF	5.00	26,250.00
12	Install Sidewalk or Residential Driveway (>300 SF)	8000	SF	4.75	38,000.00
13	Install Commercial Driveway	250	SF	12.00	3,000.00
14	Install Square-Type Curb and Gutter 7-inch or less (0 – 20 LF)	20	LF	\$ 35.00	\$ 700.00

Item	Description	Qty	Unit	Price	Total
15	Install Square-Type Curb and Gutter 7-inch or less (>20 LF)	50	LF	30.00	1,500.00
16	Install Square-Type Curb and Gutter Greater than 7-inch (0 - 20 LF)	20	LF	35.00	700.00
17	Install Square-Type Curb and Gutter Greater than 7-inch (>20 LF)	50	LF	30.00	1,500.00
18	Install Vertical-Type Curb and Gutter (0 - 20 LF)	20	LF	35.00	700.00
19	Install Vertical-Type Curb and Gutter (>20 LF)	50	LF	30.00	1,500.00
20	Install Driveway-Type Curb and Gutter (0 - 20 LF)	20	LF	35.00	700.00
21	Install Driveway-Type Curb and Gutter (>20 LF)	50	LF	30.00	1,500.00
22	Install Tree Well	1	EA	300.00	300.00
23	Install Furnished Side-Inlet Catch Basin Assembly	1	EA	650.00	650.00
24	Install Catch Basin Barrel	1	EA	950.00	950.00
25	Install Furnished Street Name Sign Base	1	LF	250.00	250.00
26	Miscellaneous Concrete Subgrade Compaction	100	LF	3.00	300.00
27	Move-In Cost for Jobs (<\$200)	1	EA	50.00	50.00
TOTAL BID					86,675.00

The undersigned agrees that in case of default in executing the required contract, within 10 working days after receiving the contract for signature, this Bid Proposal and the acceptance thereof may be considered null and void.

It is understood that no verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations of this Bid Proposal.

It is understood that the City will not be responsible for any errors or omissions on the part of the undersigned in making up the bid, nor will bidders be released on account of errors.

The undersigned declares that the only person or persons interested in this proposal as principal or principals is or are the undersigned, and that no person other than the undersigned has any interest in this Bid Proposal or in the contract proposed to be taken; that this proposal is made without any connection with any other person or persons making a bid or proposal for the same purpose; that the proposal is in all respects fair and in good faith and without collusion or fraud; that no City Officer, either elected or appointed, and no City Employee is, shall be or become directly or indirectly interested as principal or principals in this Bid Proposal or in the contract proposed to be made, or in the supplies, work or business to which it relates or in any portions of the profits thereof.

All representations made herein are true and are made under penalty of perjury.

The following information is furnished relative to each subcontractor who will perform work or labor or render services to the undersigned in and about the construction of the project in an amount in excess of one-half of one percent of the total amount of this bid or, on a street, highway or bridge project, work in excess of one-half of one percent or \$10,000, whichever is greater. The undersigned agrees that any portions of the work in excess of the specified amounts shown above and for which no subcontractor is designated herein, will be performed by the undersigned.

<u>Name of Subcontractor</u>	<u>Address</u>	<u>Description of Work</u>

(Attach additional sheets if needed.)

The Undersigned is licensed in accordance with the laws of the State of California,  
License No. 693578, Classification C-8, License Expiration Date  
8-31-2012

Federal Contractor/Employer I.D. No. 91-1838616

Jeff Case

Dated: 3-10, 2011

Bidder

Jeff Case

Authorized Signature

owner

Title

Partnership

TYPE OF ORGANIZATION

Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

5301 E. Tahant Rd.

Address

Galt, CA 95632

(209) 333-9996

Fax

(209) 3674184

Telephone

jeffcasej@yahoo.com

Email

### BID ITEMS

Item	Description	Qty	Unit	Price	Total
1	Saw Cut Concrete	50	LF	\$6.00	\$300.00
2	Remove Sidewalk or Asphalt Concrete	50	SF	\$6.50	\$325.00
3	Remove Commercial Sidewalk	100	SF	\$12.00	\$1,200.00
4	Remove Square-Type Curb and Gutter	0	LF	\$20.00	\$0.00
5	Remove Vertical-Type Curb and Gutter	0	LF	\$20.00	\$0.00
6	Remove Driveway-Type Curb and Gutter	0	LF	\$20.00	\$0.00
7	Remove Commercial-Type Curb and Gutter	20	LF	\$25.00	\$500.00
8	Root Surgery Under Sidewalk or in Planter Area	1	EA	\$400.00	\$400.00
9	Root Surgery Under Curb and Gutter	1	EA	\$400.00	\$400.00
10	Install Sidewalk or Residential Driveway (0 – 75 SF)	500	SF	\$10.00	\$5,000.00
11	Install Sidewalk or Residential Driveway (76 – 300 SF)	5,250	SF	\$5.00	\$26,250.00
12	Install Sidewalk or Residential Driveway (>300 SF)	8,000	SF	\$4.75	\$38,000.00
13	Install Commercial Driveway	250	SF	\$12.00	\$3,000.00
14	Install Square-Type Curb and Gutter 7-inch or less (0 – 20 LF)	20	LF	\$35.00	\$700.00



Item	Description	Qty	Unit	Price	Total
15	Install Square-Type Curb and Gutter 7-inch or less (>20 LF)	50	LF	\$30.00	\$1,500.00
16	Install Square-Type Curb and Gutter Greater than 7-inch (0 - 20 LF)	20	LF	\$35.00	\$700.00
17	Square-Type Curb and Gutter Greater than 7-inch (>20 LF)	50	LF	\$30.00	\$1,500.00
18	Install Vertical-Type Curb and Gutter (0 - 20 LF)	20	LF	\$35.00	\$700.00
19	Install Vertical-Type Curb and Gutter (>20 LF)	50	LF	\$30.00	\$1,500.00
20	Install Driveway-Type Curb and Gutter (0 - 20 LF)	20	LF	\$35.00	\$700.00
21	Install Driveway-Type Curb and Gutter (>20 LF)	50	LF	\$30.00	\$1,500.00
22	Install Tree Well	1	EA	\$300.00	\$300.00
23	Install Furnished Side-Inlet Catch Basin Assembly	1	EA	\$650.00	\$650.00
24	Install Catch Basin Barrel	1	EA	\$950.00	\$950.00
25	Install Furnished Street Name Sign Base	1	LF	\$250.00	\$250.00
26	Miscellaneous Concrete Subgrade Compaction	100	LF	\$3.00	\$300.00
27	Move-In Cost for Jobs (<\$200)	1	EA	\$50.00	\$50.00
<b>TOTAL BID</b>					<b>\$86,675.00</b>

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract as directed by the City during the 2011/2012 fiscal year.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

JEFF CASE  
By: Jeff Case  
owner  
Title

By: Konradt Bartlam  
City Manager  
Date: 7/27/11

Attest: Randi John  
City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer  
City Attorney

**Jeff Case Construction**  
**Contract # 5882 Extension**

**Exhibit B**

**FOR 2012-2013 SIDEWALK REPAIR PROGRAM AND MISCELLANEOUS CONCRETE**

Item	Description	2012 QTY	Unit	Price	Total
1	Saw Cut Concrete	150	LF	\$ 6.00	\$ 900.00
2	Remove Sidewalk or Asphalt Concrete	8,250	SF	\$ 6.50	\$ 53,625.00
3	Remove Commercial Sidewalk	100	SF	\$ 12.00	\$ 1,200.00
4	Remove Square-Type Curb and Gutter	75	LF	\$ 20.00	\$ 1,500.00
5	Remove Vertical-Type Curb and Gutter	30	LF	\$ 20.00	\$ 600.00
6	Remove Driveway-Type Curb and Gutter	30	LF	\$ 20.00	\$ 600.00
7	Remove Commercial-Type Curb and Gutter	20	LF	\$ 25.00	\$ 500.00
8	Root Surgery Under Sidewalk or in Planter Area	15	EA	\$ 400.00	\$ 6,000.00
9	Root Surgery Under Curb and Gutter	15	EA	\$ 400.00	\$ 6,000.00
10	Install Sidewalk or Residential Driveway (0 - 75 SF)	750	SF	\$ 10.00	\$ 7,500.00
11	Install Sidewalk or Residential Driveway (76 - 300 SF)	3,000	SF	\$ 5.00	\$ 15,000.00
12	Install Sidewalk or Residential Driveway (>300 SF)	4,500	SF	\$ 4.75	\$ 21,375.00
13	Install Commercial Driveway	250	SF	\$ 12.00	\$ 3,000.00
14	Install Square-Type Curb and Gutter 7-inch or less (0 - 20 LF)	30	LF	\$ 35.00	\$ 1,050.00
15	Install Square-Type Curb and Gutter 7-inch or less (>20 LF)	45	LF	\$ 30.00	\$ 1,350.00
16	Install Square-Type Curb and Gutter Greater than 7-inch (0 - 20 LF)	10	LF	\$ 35.00	\$ 350.00
17	Install Square-Type Curb and Gutter Greater than 7-inch (>20 LF)	20	LF	\$ 30.00	\$ 600.00
18	Install Vertical-Type Curb and Gutter (0 - 20 LF)	10	LF	\$ 35.00	\$ 350.00
19	Install Vertical-Type Curb and Gutter (>20 LF)	20	LF	\$ 30.00	\$ 600.00
20	Install Driveway-Type Curb and Gutter (0 - 20 LF)	10	LF	\$ 35.00	\$ 350.00
21	Install Driveway-Type Curb and Gutter (>20 LF)	20	LF	\$ 30.00	\$ 600.00
22	Install Tree Well	1	EA	\$ 300.00	\$ 300.00
23	Install Furnished Side-Inlet Catch Basin Assembly	1	EA	\$ 650.00	\$ 650.00
24	Install Catch Basin Barrel	1	EA	\$ 950.00	\$ 950.00
25	Install Furnished Street Name Sign Base	1	LF	\$ 250.00	\$ 250.00
26	Miscellaneous Concrete Subgrade Compaction	8,250	SF	\$ 3.00	\$ 24,750.00
27	Move-In Cost for Jobs (<\$200)	1	EA	\$ 50.00	\$ 50.00
					\$ -
					\$ -
					\$ -
				<b>Totals</b>	<b>\$ 150,000.00</b>



**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |   |  |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u><br>\$3,000,000 Ea. Occurrence | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u><br>\$1,000,000 - Ea. Occurrence |
|---|--|

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Operations Endorsement  
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance.
- (d) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
ONE-YEAR EXTENSION OF CONTRACT FOR CURB,  
GUTTER AND SIDEWALK REPLACEMENT

=====

WHEREAS, on June 15, 2011, City Council awarded the contract for Curb, Gutter and Sidewalk Replacement to Jeff Case Construction, of Galt, California; and

WHEREAS, the specifications included an option to renew the contract, and Jeff Case Construction has offered to extend the existing contract prices through 2013 with no cost increase; and

WHEREAS, this contract extension also includes an expanded scope of work in line with the City budget, due to the needs for curb, gutter and sidewalk repair; and

WHEREAS, staff recommends executing a one-year extension of the contract with Jeff Case Construction.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the one-year extension of the contract with Jeff Case Construction, of Galt, California, for Curb, Gutter and Sidewalk Replacement in the amount of \$150,000; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the contract extension on behalf of the City of Lodi.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute One-Year Extension of Contract with Holt of California, of West Sacramento, for Standby Generator Maintenance and Repair (\$38,316)

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute one-year extension of contract with Holt of California, of West Sacramento, for standby generator maintenance and repair, in the amount of \$38,316.

**BACKGROUND INFORMATION:** The City owns and operates 24 emergency standby generator sets that range in size from 6 kW to 2 mW. The generators are located at facilities where continued operation during extended power outages is necessary to maintain public health and/or safety. Examples of these facilities include fire stations, water wells, sanitary lift stations and the police station. The contract for preventive maintenance and repair for 22 emergency generator sets was executed in the amount of \$35,710. A change order in the amount of \$2,606 was executed which added preventative maintenance for two additional generators (Hutchins Street Square and Library) that were inadvertently left out of the original contract.

Over the past several years, staff has not been able to keep up with the preventative maintenance requirements for its emergency generator sets. The lack of preventative maintenance could result in serious and more-costly repairs, unreliable operation, and greater downtime. In order to maximize reliability and useful life of the generator sets while minimizing downtime, staff recommends contracting the preventive maintenance and repair work to an outside vendor.

City Council awarded the contract for preventive maintenance and repair to Holt of California on May 4, 2011. Project specifications contain a provision to extend the contract, and Holt of California has agreed to continue to provide the same level of service at no increase in cost to the City. This will be the first of two possible extensions. Due to the high quality of service provided by Holt of California, staff recommends extending the contract for the upcoming fiscal year.

**FISCAL IMPACT:** Preventative maintenance reduces the frequency of costly repairs and increases reliability of emergency standby generators serving critical facilities.

**FUNDING AVAILABLE:** Water, Wastewater, Facilities, and Hutchins Street Square funds (180451, 170404, 103511, 347115).

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer  
FWS/KMG/pmf  
cc: Deputy Public Works Director – Utilities  
Compliance Engineer

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

CONTRACT EXTENSION AGREEMENT

2011/2012 STANDBY GENERATOR MAINTENANCE AND REPAIR CONTRACT

THIS CONTRACT EXTENSION AGREEMENT, made and entered this \_\_\_\_\_ day of June, 2012, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Owner", and HOLT OF CALIFORNIA, hereinafter called "Contractor."

WITNESSETH:

1. WHEREAS; Contractor and Owner entered into the Standby Generator Maintenance and Repair, 2011/2012 Contract on July 13, 2011.
2. WHEREAS; both parties desire to extend the contract in accordance with Section 5.01 Item E, Option to Renew of the Special Provisions.
3. WHEREAS; the contract incorporates additional work set forth in Contract Change Order No. 1. WHEREAS; the contract shall not exceed the new contract price of \$38,316.00 for the duration of this extension.
4. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of one (1) year, commencing July 1, 2012 and terminating June 30, 2013. All other terms and conditions will remain as set forth as reflected in the Standby Generator Maintenance and Repair, 2011/2012 Contract, attached hereto as Exhibit A, Contract Change Order No. 1, attached hereto as Exhibit B, and made a part hereof as though fully set forth herein.
5. INSURANCE: Contractor shall provide insurance as set forth in the attached Exhibit C, Insurance Requirements for Contractor.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Extension Agreement on \_\_\_\_\_, 2012.

CITY OF LODI, a municipal corporation  
hereinabove called "Owner"

HOLT OF CALIFORNIA.  
hereinabove called "Contractor"

\_\_\_\_\_  
KONRADT BARTLAM  
City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
(Print Name)

Attest:

Title: \_\_\_\_\_

\_\_\_\_\_  
RANDI JOHL, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. STEPHEN SCHWABAUER, City Attorney



**CITY OF LODI  
STANDBY GENERATOR MAINTENANCE AND REPAIR**

**CONTRACT**

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and HOLT OF CALIFORNIA, herein referred to as the "Contractor."

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents, on file in the Public Works Department, which are incorporated herein by this reference, to-wit:

- Request for Bid
- Specifications and Attachment Documents
- Pricing Proposal (Contractor Provided Schedule of Values)
- Special Provisions
- Contract
- Contract Bonds
- Addenda

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work, furnish all labor and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to maintain in a good workmanlike and substantial manner to the satisfaction of the City the proposed maintenance and repair of standby generators.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5, Special Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or

**CITY OF LODI**  
**STANDBY GENERATOR MAINTENANCE AND REPAIR**

**CONTRACT**

from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to maintain 22 standby generators and other incidental and related work in accordance with these specifications. An additional bid item for standby generator repair is a separate bid. This item may be awarded for the full year, a partial year or not at all. The standby generators to be maintained are shown in the Appendix of the Specifications for Generator Maintenance and Repair 2011/2012.

**Stand-by Generator Maintenance Service**

Project includes a total of two (2) Level 1 inspections per year at 180-day intervals, plus one (1) annual Level 2 inspection as described below.

**A: PREVENTIVE MAINTENANCE**

Inspect each stand-by generator and perform necessary Level 1 preventive maintenance as described in Section 6 Generator Inspection procedures. The contract item Unit Price A is for one inspection, based on two (2) inspections per year at 180-day intervals.

**B: PREVENTIVE MAINTENANCE**

Inspect each standby generator and perform Level 2 preventive maintenance and inspection as described in Section 6, Generator Inspection Procedures. The contract item Unit Price B is for one inspection per year, with a Level 2 inspection at start of contract and additional Level 2 inspections as requested, but no less than once (1) per year.

**C: REPAIR**

As needed, perform necessary repair

Maintenance Contract Items	Generator Specifications						Unit Price A, Preventative Maintenance (Level 1) Inspection, Price Per Inspection	Unit Price B, Annual (Level 2) Inspection, Price Per Inspection
LOCATION	YEAR	MAKE	MODEL	FUEL	KW			
Facilities (Emergency Generator)	1988	CAT	580E	DSL	300		\$440.00	\$1,132.00
Firehouse #2	1981	ONAN		DSL	6		\$330.00	\$615.00
Firehouse #3	1975	WISCONSIN KOHLER		PROPANE	7.5		\$330.00	\$615.00
Facilities (Emergency Generator)	1997	CAT OLYMPIAN	CD020	DSL	20		\$330.00	\$615.00

## CONTRACT

**Labor and material mark-up for repairs beyond Preventive Maintenance as defined in Section 6. DO NOT include in bid tabulations above.**

**CITY OF LODI**  
**STANDBY GENERATOR MAINTENANCE AND REPAIR**

**CONTRACT**

Maintenance Contract Items	Generator Specifications					Unit Price A, Preventative Maintenance (Level 1) Inspection, Price Per Inspection	Unit Price B, Annual (Level 2) Inspection, Price Per Inspection
LOCATION	YEAR	MAKE	MODEL	FUEL	KW		
<b>Repair Items</b>							
GENERATOR REPAIR, LABOR ONLY, PRICE PER HOUR						\$124.00	
GENERATOR REPAIR, LABOR ONLY, PRICE PER HOUR (WEEKENDS)						\$186.00	
GENERATOR REPAIR, LABOR ONLY, PRICE PER HOUR (HOLIDAYS)						\$248.00	
GENERATOR PARTS & MATERIALS MARK-UP (%)						15%	

ARTICLE IV - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

ARTICLE VI - The City is to furnish the necessary rights-of-way and easements for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the documents.

ARTICLE VII - The Contractor agrees to commence work pursuant to this contract as directed by the City within 15 days of receipt of Notice to Proceed.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES TO SUBMIT MONTHLY BILLINGS NO LATER THAN THE 10TH OF EACH MONTH.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CITY OF LODI  
STANDBY GENERATOR MAINTENANCE AND REPAIR

CONTRACT

CONTRACTOR:

CITY OF LODI

Host of California

By: [Signature]  
Konradt Bartlam, City Manager

By: [Signature]  
Service Manager  
Title

Date: 7-13-11

Attest:

Jennifer M. Robison, Assistant  
for Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

[Signature]  
D. Stephen Schwabauer, City Attorney  
[Signature]

## CITY OF LODI

## PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL

**PROJECT:** Standby Generator Maintenance**C.O. NO:****CONTRACTOR:** Holt of California**PCO NO:****ARCHITECT/ENGINEER:** NA**RFI NO:****FI NO:**

Submit Proposal Within 15 Days Upon Receipt of This Request

## Brief Description Of Work

The intention of the Standby Generator Maintenance contract was to incorporate all City generators into one contract. Two generators (Hutchins Street and Library) were unintentionally left out of the original contract. Additionally, the Facilities Department would like to have load testing done on some of the generators (see table below) that are used in emergency situations. These units are tested on a regular-basis, but not under full load conditions.

Generator Name	Work to be Done	Cost
Hutchins Street Square	Preventative Maintenance	\$ 1,980.00
Hutchins Street Square	Load Testing	<del>356.00</del>
Library	Preventative Maintenance	626.00
Library	Load Testing	<del>898.00</del>
Public Safety	Load Testing	<del>1,634.00</del>
Police	Load Testing	<del>1,634.00</del>
Total		<del>\$ 2,606.00</del> \$ 7,128.00

## Request, Proposal, Recommendation And Approval

Requesting Official: Lance Roberts

Date of Request: 09/12/11

Schedule Impact 0 Days

Contractor Proposal Date: N/A

Add Amount: \$ 7,128.00

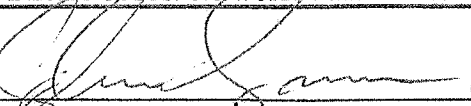
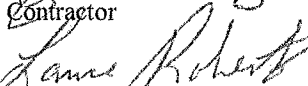
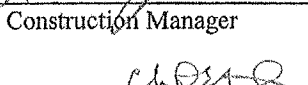
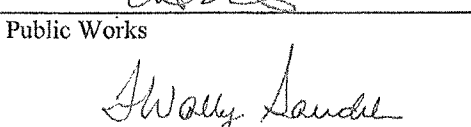

Deduct Amount: N/A

Reason For Change: Additional work added to original contract by city

Account 103511.7331/347115.7323

Requested By: .Lance Roberts, Water/Wastewater/Streets Superintendent

CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.

		ORIGINAL CONTRACT \$ 35,710.00
Contractor	Date	PREVIOUS ADDS \$ 0.00
	10-10-2011	PREVIOUS DEDUCTS \$ 0.00
Construction Manager	Date	THIS CHANGE \$ 7128.00
	10-10-11	CONTRACT TO DATE \$ 42,838.00
Public Works	Date	CONTRACT TIME ADJUSTMENT <u>0</u> DAYS
	10/11/11	ORIGINAL CONTRACT COMPLETION DATE:
City Manager	Date	ADJUSTED CONTRACT COMPLETION DATE:
	10-27-11	

<p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u></p> <p>\$2,000,000 Ea. Occurrence</p> <p>\$4,000,000 Aggregate</p>	<p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u></p> <p>\$1,000,000 Bodily Injury - Ea. Person</p> <p>\$1,000,000 Bodily Injury - Ea. Occurrence</p> <p>\$1,000,000 Property Damage - Ea. Occurrence</p>
---	---

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Severability of Interest Clause**  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) **Notice of Cancellation or Change in Coverage Endorsement**  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

**NOTE:** Certificate Holder Address: **City of Lodi**  
**221 West Pine Street**  
**Lodi CA 95240**

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
ONE-YEAR EXTENSION OF CONTRACT FOR  
STANDBY GENERATOR MAINTENANCE AND REPAIR

=====

WHEREAS, on May 4, 2011, City Council awarded the contract for Standby Generator Maintenance and Repair to Holt of California, of West Sacramento, California; and

WHEREAS, a change order in the amount of \$2,606 was executed which added preventative maintenance for two additional generators that were inadvertently omitted from the original contract; and

WHEREAS, the specifications included an option to renew the contract, and Holt of California has offered to extend the existing contract prices through 2013 with no cost increase; and

WHEREAS, staff recommends executing a one-year extension of the contract with Holt of California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a one-year extension of the contract with Holt of California, of West Sacramento, California, for Standby Generator Maintenance and Repair in the amount of \$38,316; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the contract extension on behalf of the City of Lodi.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk





# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Neil O. Anderson & Associates, of Lodi, for Construction Testing and Inspection Services (\$100,000)

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute professional services agreement with Neil O. Anderson & Associates, of Lodi, for construction testing and inspection services in the amount of \$100,000.

**BACKGROUND INFORMATION:** The Public Works Engineering Division requires the services of construction testing and inspection firms to provide analytical support during the design of projects, as well as miscellaneous required testing and inspection services during construction of minor improvement projects. On April 20, 2011, City Council authorized Neil O. Anderson & Associates to provide these services through June 30, 2012. Staff recommends executing a professional services agreement for the company to provide these services for an additional year. The agreement will allow City staff to use Neil O. Anderson & Associates on an "on call" basis, as needed. Projects include Hutchins Street Widening, Roget Park Improvements, 2012 Alley Improvement Project, 2012 ADA improvements Project and various other projects. This local firm has provided construction testing and inspection services on numerous City projects. The agreement is on a time-and-materials basis with a not-to-exceed limit of \$100,000 for the agreement period through June 30, 2013.

The requested appropriation is from the Engineering operating account. The fund will be reimbursed from individual project-funded accounts.

**FISCAL IMPACT:** Having a single firm under contract to perform construction testing and inspection services will save City staff time and expedite the project design process.

**FUNDING AVAILABLE:** Funding appropriated with various capital projects.

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Gary Wiman, Construction Project Manager  
FWS/GW/pmf

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Neil O. Anderson & Associates (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Construction Testing and Inspection Services on Various City Projects (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

### **Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

### **Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

### **Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

### **Section 2.6 Term**

The term of this Agreement commences on July 1, 2012 and terminates upon the completion of the Scope of Services or on June 30, 2013, whichever occurs first.

## **ARTICLE 3**

### **COMPENSATION**

#### **Section 3.1    Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

#### **Section 3.2    Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

#### **Section 3.3    Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

#### **Section 3.4    Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
                                     221 West Pine Street  
                                     P.O. Box 3006  
                                     Lodi, CA 95241-1910  
                                     Attn: Gary Wiman

To CONTRACTOR: Neil O. Anderson & Associates  
                                     902 Industrial Way  
                                     Lodi, California 95240  
                                     Attn: Garrett Hubbard

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

#### **Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

#### **Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

#### **Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

#### **Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.



IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:

CONTRACTOR:

D. STEPHEN SCHWABAUER, City Attorney

Neil O. Anderson & Associates

JANICE D. MAGDICH, Deputy City Attorney

By: \_\_\_\_\_  


By: \_\_\_\_\_  
Name:  
Title:

**Attachments:**

**Exhibit A – Scope of Services**

**Exhibit B – Fee Proposal**

**Exhibit C – Insurance Requirements**

**Exhibit D – Federal Transit Funding Conditions (if applicable)**

Doc ID:

CA:rev.09.2011



**MEMORANDUM, City of Lodi, Public Works Department**

**To:** Neil O. Anderson  
**From:** Construction Project Manager  
**Date:** May 23, 2012  
**Subject:** Construction Testing and Inspection Services – Various City Projects

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Scope of Services:

The Scope of Services for the Professional Services Agreement shall be Construction Testing and Inspection Services as requested by the City of Lodi for Various City Projects including but not be limited to:

Hutchins Street Widening

Roget Park

2012 Alley Improvements Project

2012 ADA Project

City Hall Parking Lot Improvements

Services for individual projects will be as requested by the City. Total contract services not-to-exceed \$100,000.

City will provide copies of project documents to Neil O. Anderson & Associates as requested.

A handwritten signature in black ink, appearing to read "Gary R. Wiman", is written over a horizontal line.

Gary R. Wiman  
Construction Project Manager



GEOTECHNICAL  
ENVIRONMENTAL  
INSPECTIONS & TESTING  
LABORATORY SERVICES  
POOL ENGINEERING  
POST TENSION DESIGN

**CITY OF LODI  
2012 SCHEDULE OF FEES  
TERMS OF PAYMENT AND CHARGES**

**TERMS OF PAYMENT**

- Payment of invoices is due upon receipt. Invoices will be subject to a late payment charge of 1.5% per month after 30 days. After 60 days, past-due accounts may be submitted to a collection agency with incurred fees assessed to your account.

**MISCELLANEOUS CHARGES**

- All testing is to be scheduled a minimum of 24 hours in advance and cancellation is to be by 4:00 pm the day prior to the scheduled testing or a trip fee will be charged (minimum 2 hours). These minimums are customary for our industry. Any inspection which is requested to be performed on the same day will be charged an additional \$10.00 per hour to expedite.

**HOURLY CHARGES**

- Time shall be charged in 2, 4 and 8-hour increments with a 2 hour minimum for field inspections and observation and shall be billed from portal to portal. Structural steel and welding inspections shall be charged in 4 and 8-hour increments with a 4 hour minimum. Weekends and holidays will be charged in 4 and 8 hour increments.

**OVERTIME**

- Time worked in excess of 8 hours per day and Saturdays will be charged at one and one half times the hourly rate. Two times the hourly rate will be charged for Holidays, Sundays and for Saturdays after 8 hours.

**PREMIUM TIME**

- An additional rate of \$10.00 per hour will be charged for work performed before 6am or after 5pm.

**PREVAILING WAGE**

- In accordance with California Prevailing Wage Law and Federal Davis Bacon Law, a surcharge of \$20.00 may be applied per hour for publicly funded projects. A wage differential of \$30.00 per hour may be charged for hours worked before 4 am and after 2 pm. These rates may vary depending on where and what type of work will be performed.

## 2012 FEE SCHEDULE

<b>ENGINEERING SERVICES (FOR CUSTOMER REF ONLY)</b>	
Senior Principal Engineer	195.00/hr
Principal Engineer/Geologist	170.00/hr
Senior Engineer / Geologist / Scientist	155.00/hr
Project Engineer / Geologist/ Scientist	145.00/hr
Staff Engineer / Geologist / Scientist	125.00/hr
Expert Consulting	230.00/hr
Expert Testimony	460.00/hr
Asphalt Concrete Consulting	145.00/hr
ICC Inspector (A/C Soils Inspector, Reinforcing Steel, Masonry, Concrete, Structural Steel, Post Tension, Fireproofing)	80.00/hr
AC/Soil Inspector with Nuclear Gauge	83.00/hr
Certified Welding Inspector (AWS/CWI)	95.00/hr
DSA Masonry Inspector	95.00/hr
CAD Designer	95.00/hr
CAD Drafter	80.00/hr
Accountant	95.00/hr
Administrative Assistant	60.00/hr

<b>EXPLORATION</b>	
<b>Geophysical:</b>	
Seismic Refraction 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	275.00/hr
Multi-Channel Analysis of Surface Waves 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	275.00/hr
Ground Penetrating Radar, special antennas may warrant additional charge	195.00/hr
In-situ Soil Resistivity Testing, Mini-res tester	160.00/hr
Post Processing and Analysis	155.00/hr
<b>Drilling:</b>	
Drilling and Sampling (AMS and Simco track rigs, 2-person crew)	245.00/hr
Drilling and Sampling (Simco 2400, Mobile B24 drill rig, Minute Man, 2 person crew)	225.00/hr
Drilling and Sampling (CME75 Auger)	275.00/hr
Drilling and Sampling (CME75 Mud Rotary w/desander)	325.00/hr
Drilling and Sampling (CME75 Rock Coring)	Request Quote
Borehole Grouting	275.00/hr
Hand-Auger Soil Sample (1-person Crew)	135.00/hr
Coring (Equipment plus Operator, quote will be given upon request for second operator)	140.00/hr
Coring Trailer	165.00/hr
Bit Charges per 6" max core length, 4" max core diameter	34.00/ea
Support Truck not including mileage (500 gallon water tank)	250.00/day
2"x6" Stainless-Steel Tubes and Caps, recycled	10.00/each
Permitting Fees	Cost + 20%
Bailers (disposable)	10.00/ea
Sampling Supplies (gloves, water, rope, etc.)	25.00/day
Photo-ionization Detector (PID)	125.00/day
Water Level Indicator	30.00/day
ph/Conductivity/Temp Meter	50.00/day
Dissolved Oxygen Meter	50.00/day
Steam Cleaner	100.00/day



Cement Pump and Mixer	100.00/day
Visqueen	75.00/roll
Drums	75.00/ea
Well Supplies	Cost + 20%
Laboratory Analysis	Cost + 20%

<b>GEOTECHNICAL SOILS AND AGGREGATES</b>	
<b>LABORATORY</b>	
<b>AGGREGATES</b>	
Sodium or Magnesium Sulphate Soundness ASTM C88	350.00/ea
Fine or Coarse (5 cycles), per sieve size	
Injurious Organic Matter (fine aggregate) ASTM C40	75.00/ea
Unit Weight (aggregate) ASTM C29	80.00/ea
Sand Equivalent Test CTM 217	155.00/ea
Specific Gravity: Fine ASTM C128 and Coarse ASTM C127	80.00/ea
Absorption Test, Fine or Coarse Aggregates	70.00/ea
Specific Gravity, Fine, C128	140.00/ea
Specific Gravity, Coarse, C127	140.00/ea
Los Angeles Rattler Test (500 revolutions) ASTM C131	550.00/ea
Cleanness Value, Coarse Aggregate CTM 227	200.00/ea
Durability Index: Fine Aggregate CTM 229 and Coarse Aggregate CTM 229	165.00/ea
Percent Crushed Particles C142	165.00/ea
Cal Trans Class II Aggregate Base Conformance Test (R-Value, Gradation, SE, Durability)	695.00/ea
<b>SOILS</b>	
Atterberg Limit ASTM D-4318	120.00/ea
Permeability (Falling Head)	280.00/ea
Specific Gravity Determination ASTM D854	80.00/ea
Combined Grading (coarse & fine) ASTM C136/CTM 202	140.00/ea
Grading Analysis, fine with wash ASTM C136	115.00/ea
Grading Analysis, % minus #200 ASTM C112	80.00/ea
Hydrometer Analysis ASTM D422	230.00/ea
<i>Laboratory Maximum Dry Density/Optimum Moisture Content Determination</i>	
4" mold AASHTO T99, ASTM D698	205.00/ea
6" mold AASHTO T99, ASTM D698	215.00/ea
4" mold AASHTO T180, ASTM D1557	205.00/ea
6" mold AASHTO T180, ASTM D1557	215.00/ea
California Wet to Wet CTM 216	215.00/ea
Stabilometer Test R-Value & Expansion, Untreated Samples CTM 301	295.00/ea
Cement- Stabilized Samples CTM 301	295.00/ea
Lime-Stabilized Samples CTM 301	295.00/ea
pH Test	80.00/ea
pH-Lime Determination Test	170.00/ea
Resistivity and pH Test CTM 643	190.00/ea
Swell Test (Expansion Index) UBC 18-2	230.00/ea
Compressive Strength of Lime-Treated Specimens CTM 373	325.00/ea
Percent Lime Design, based on compressive strength (includes R-value, pH Lime Determination and Unconfined Compressive Strength)	1200.00/ea
Unconfined Compression Test	120.00/ea



<i>Direct Shear Test:</i>	
Unconsolidated – Undrained	140.00/point
Consolidated – Undrained	165.00/point
Consolidated – Drained	185.00/point
<i>Triaxial Compression Test</i>	
Unconsolidated – Undrained	185.00/point
Consolidated – Undrained	Request Quote
Consolidated – Drained	Request Quote
Consolidated – Undrained with Pore Pressure Measurements	Request Quote
<i>Consolidation Test:</i>	
Swell Only	200.00/ea
Consolidation without Time Rate	340.00/ea
Consolidation with Time Rate, per load increment (additional charge)	120.00/ea

<b>ASPHALT CONCRETE</b>	
<i>State of California Asphalt Concrete Mix Design:</i>	
CTM 202 Sieve Course Agg	60.00/ea
CTM 202 Sieve Fine Agg	85.00/ea
CTM 202 Sieve Recycle AC	110.00/ea
CTM 204 Plasticity Index	125.00/ea
CTM 205 Determining % Crushed Particles	200.00/ea
CTM 206 Bulk SpG & Absor Coarse Agg	70.00/ea
CTM 207 Bulk SpG (SDD) Fine Agg	90.00/ea
CTM 211 LA Rattler	Request Quote
CTM 214 Sodium Sulfate Soundness (per sieve)	120.00/ea
CTM 217 Sand Equivalent	120.00/ea
CTM 227 Cleanness Coarse Agg	150.00/ea
CTM 229 Durability Index	165.00/ea
CTM 303 Kc & Kf	150.00/ea
CTM 304 AC Sample Preparation	100.00/ea
CTM 304 with Lime Treat	125.00/ea
CTM 308 Bulk Spec Grav Bit Mix	50.00/ea
CTM 309 Theo Spec Grav Bit Mix	165.00/ea
CTM 366 Stabilometer Value (Set of 3)	310.00/ea
CTM 371 Tensile Strength Ratio Lab Mix	1800.00/ea
CTM 371 Tensile Strength Ratio Field Mix	1400.00/ea
CTM 382 Ignition Oven Asphalt Content	160.00/ea
CTM 382 Ignition Furnace Calibration	400.00/ea
LP-1 Theo Max SpG Mix with Dif AC Cont	150.00/ea
LP-2 Bulk SpG Agg Blend	100.00/ea
LP-3 Voids Filled with Asphalt	50.00/ea
LP-4 Dust Proportion	50.00/ea
LP-10 Sampling and Testing CRM	175.00/ea
AASHTO T304 Fine Angularity	200.00/ea
ASTM D4791 Flat and Elongated Particles	200.00/ea
<i>Marshall Mix:</i>	
Mix Design	Request Quote
ASTM D1559 Stability & Flow	110.00/ea
ASTM D1075 Immersion & Compression Retained Strength	110.00/ea
ASTM D2726 Unit Weight	60.00/ea
ASTM D2172 Extraction	200.00/ea



ASTM D2172 Extraction with Gradation	275.00/ea
ASTM D2041, D2172 Maximum (Rice) Specific Gravity of Bituminous Mixtures	150.00/ea
Asphalt Concrete Consulting	145.00/hr
Asphalt Concrete Core Trailer	165.00/hr

<b>CONCRETE</b>	
<b>TECHNICAL</b>	
Concrete Mix Design Review	200.00/ea
Additional Concrete Mix Design (using same materials)	150.00/ea
Concrete Mix Design with Trial Batch & Concrete Cylinder Compression Tests	Request Quote
Floor Flatness Testing	130.00/hr
Unit Weight Fireproofing	50.00/ea
Schmidt Hammer Testing	95.00/hr
<b>LABORATORY</b>	
Compression Tests , Field cast concrete cylinders, (6"x12"):	26.00/ea
Flexural Strength, Concrete Beams, 6"x6"x24 ASTM C78	125.00/ea
Cylinder Molds (6"x12")	7.00/ea
Cement Content of Hardened Portland Cement Concrete ASTM C85	Request Quote
Shrink Bar Testing (3 bars per set) ASTM C157	420.00/set
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Calcium Chloride Moisture Test Kit (includes calculations)	70.00/ea

<b>MASONRY BRICK/BLOCK/TILE</b>	
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Shear Tests on Core (masonry)	145.00/ea
<i>Compression Tests:</i>	
4"x8" Grout Mold Block	26.00/ea
Mortar Cylinder	26.00/ea
2"x4" Cylinder Molds	7.00/ea
Masonry Prism (2-block, mortared & grouted)	175.00/ea
Shotcrete	30.00/ea
Concrete Masonry Unit, 8"x8"x16":	
Compression Test ASTM C140	175.00/ea
Absorption Tests ASTM C140	105.00/ea
Lineal Shrinkage (Volume Change) ASTM C426	175.00/ea
Lineal Shrinkage with Absorption	260.00/ea
Lineal Shrinkage with Absorption and Compression	375.00/ea

<b>STEEL AWS/ASTM/ASME/ANSI/API</b>	
<b>NON-DESTRUCTIVE TESTING</b>	
Ultrasonic	130.00/hr
Magnetic Particle	130.00/hr
Liquid Penetrant	130.00/hr
Brinell Hardness Testing	130.00/hr
High Strength Bolt Testing	130.00/hr
Bolt Pull/Load Testing	130.00/hr
GPR	160.00/hr
Pachometer	110.00/hr
Shrink Bar Testing	



<b>LABORATORY</b>	
<i>Structural Steel</i>	
Tensile & Bend Tests:	
#5 or smaller	135.00/ea
#6 - #9	165.00/ea
No. 10 and larger	205.00/ea, plus machining cost +20%
High-strength Bolt, Nut & Washer Testing	260.00/set
Rockwell Hardness Test	70.00/ea
Torque Wrench Calibration	320.00/ea
<i>Welder Qualification and Weld Procedure Qualifications:</i>	
Weld Procedure Qualifications	750.00/ea
Plate Groove Weld- 1G, 2G, 3G, 4G	130.00/ea
Pipe Groove Weld – 1G, 2G, 5G, 6G, 6GR	225.00/ea
Plate Fillet Weld – 1F, 2F, 3F, 4F	75.00/ea
Pipe Fillet Weld – 1F, 2F, 4F, 5F	95.00/ea
Weld Test Plate (set)	65.00/ea
Weld Test Pipe (set)	85.00/ea

<b>STANDARD POOL ENGINEERING SERVICES</b>	
On-Site Steel and/or Excavation Observation	350.00/min
Standard Retaining Wall Design	150.00/ea
Custom Retaining Wall Design (1 height)	500.00/min
Additional Heights	150.00/ea
Standard Swimming Pool Detail	150.00/min
Custom Swimming Pool Detail	500.00/min
Consulting Letter	175.00/min
Owner/Builder Standard Shotcrete & Reinforcement Detail Plan	300.00/ea
Treelake Schedule	150.00/set
Structural Design Computations	20.00/ea
Cover Pages	10.00/ea
Contractor Standard Shotcrete & Reinforcement Detail Plan "Standard Pool Plan"	125.00/ea
Pool Vendor Remodel Plan	195.00/ea
Pool Vendor Commercial Plan (per set, includes calculations)	300.00/min
Epoxy Injection	1,500/first 10', 60.00/ft. after

<b>MISCELLANEOUS</b>	
Automobile Mileage	0.95/mile
Subsistence and Lodging	cost + 20%
Equipment Rental	cost + 20%
Field Report Preparation	35.00/each
Additional Copy of Report (wet-signed)	50.00/each
Miscellaneous Item Charge	Cost +20%/each
Air & Ground Transportation	Cost +20%/each
CAD – Prints	10.00/sheet







## Exhibit C

**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |  |  |
|--|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u>                            | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Each. Occurrence   | \$1,000,000 Bodily Injury - Ea. Person       |
| \$2,000,000 Aggregate  | \$1,000,000 Bodily Injury - Ea. Occurrence   |
| \$1,000,000 Professional Liability<br>(Errors & Omissions) per Claim | \$1,000,000 Property Damage - Ea. Occurrence |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Volunteers and Employees as additional named insureds.  
  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
PROFESSIONAL SERVICES AGREEMENT FOR  
CONSTRUCTION TESTING AND INSPECTION  
SERVICES

=====

WHEREAS, the Public Works Engineering Division requires the services of construction testing and inspection firms to provide analytical support during the design of projects, as well as miscellaneous required testing and inspection services during construction of minor improvement projects; and

WHEREAS, Neil O. Anderson & Associates has provided construction testing and inspection services on numerous City projects; and

WHEREAS, staff recommends executing a Professional Services Agreement with Neil O. Anderson & Associates, of Lodi, California, to provide construction testing and inspection services on an on-call, time-and-materials basis, in an amount not to exceed \$100,000 for the agreement period through June 30, 2013.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Neil O. Anderson & Associates, of Lodi, California, to provide construction testing and inspection services on an on-call, time-and-materials basis through June 30, 2013, in an amount not to exceed \$100,000.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Y & C Transportation Consultants, Inc., of Sacramento, for Design of the Ham Lane and Harney Lane Traffic Signal and Lighting Project (\$36,260) and Appropriating Funds (\$55,000)

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute professional services agreement with Y & C Transportation Consultants, Inc., of Sacramento, for design of the Ham Lane and Harney Lane traffic signal and lighting project, in the amount of \$ 36,260, and appropriating funds in the amount of \$55,000.

**BACKGROUND INFORMATION:** On December 21, 2011, City Council adopted a resolution approving the Harney Lane Specific Plan with a new traffic signal planned at the Ham Lane and Harney Lane intersection. This intersection ranked first on the City's current Signal Priority List.

The scope of work for this project includes right-of-way surveying, preliminary engineering and the preparation of final design documents to accommodate the existing interim condition. For the ultimate condition, additional right-of-way is needed and will be acquired as development evolves south of Harney Lane. Staff will attempt to secure agreements from the adjacent property owner to the south to permit installation of the facilities at the ultimate location.

Staff anticipates requesting City Council to approve plans and specifications in August, award the construction contract in October, and begin construction in November of this year.

Staff issued a request for proposals for engineering and design services on May 9, 2012, and received three proposals on May 23, 2012. Based on the written proposals, consultant's qualifications and experience, Y & C Transportation Consultants, Inc., was selected for this project. The total project budget of \$55,000 includes project-related expenses including easement descriptions, staff time and contingencies. Transportation Development Act funds will be utilized.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Requested Appropriation:  
Transportation Development Act (Streets/Roads) (329): \$55,000

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director  
FWS/CES/pmf  
cc: Y & C Transportation Consultants, Inc.  
Transportation Manager/Senior Traffic Engineer

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Y & C TRANSPORTATION CONSULTANTS, INC. (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for design of the traffic signal and lighting project at the Ham Lane and Harney Lane intersection (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on June 20, 2012 and terminates upon the completion of the Scope of Services or on June 30, 2013, whichever occurs first.

## **ARTICLE 3** **COMPENSATION**

### **Section 3.1    Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

### **Section 3.2    Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

### **Section 3.3    Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

### **Section 3.4    Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense to the extent is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910  
Attn: Wally Sandelin, Public Works Director

To CONTRACTOR: Y & C Transportation Consultants, Inc.  
3250 Ramos Circle  
Sacramento, CA 95827  
Attn: Daniel Yau

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.



Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit            apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

CITY OF LODI, a municipal corporation

ATTEST:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

Y & C TRANSPORTATION CONSULTANTS, INC.

By: \_\_\_\_\_



By: \_\_\_\_\_

Name: Daniel Yau  
Title: President

**Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**

**Funding Source:**329  
**(Business Unit & Account No.)**

Doc ID:Projects\Signals\Ham\_Harney 2012\Y&C\_PSA

CA:rev.01.2012

**Traffic Signal and Lighting Design Services**  
**Ham Lane and Harney Lane Intersection**

**Scope of Work**

Proposals must present evidence of the firm's qualifications and experience of similar projects. The design must follow the City of Lodi standard plans (see [www.lodi.gov](http://www.lodi.gov)) and Caltrans standard plans and specifications (dated July 2006).

**A. City-Provided information**

1. Existing AM and PM peak hour traffic volumes.
2. Ultimate AM and PM peak hour traffic volumes.
3. Special Provision sample (Microsoft Word document) with applicable sections.
4. Signal Timing for signal turn-on provided by City.

**B. Design Criteria and General Information**

1. Design speed: 45 mph on Harney Lane and 35 mph on Ham Lane.
2. Provide analysis to determine appropriate phasing for existing and ultimate conditions.
3. Provide "No pedestrian crossing" signage/barricade to the south side due to lack of sidewalk along southern side of Harney Lane.
4. Design shall incorporate the following equipment:
  - All Light Emitting Diode (LED) traffic signal modules for vehicle and pedestrian signal heads.
  - Uni-mount mounting
  - Video detection and/or combination with loop detectors
  - Battery backup system
  - Emergency vehicle preemption

**C. Preliminary Engineering**

City staff will arrange a meeting with the selected firm to field review the intersection and discuss project development, design time frame, design criteria, address equipment preferences and any other issues and concerns. The minimum requirements for preliminary engineering are as follows:

1. Provide a traffic analysis in letter format addressing phasing, storage lengths, lines of sight and other items to meet conditions.
2. Provide surveying to verify existing ROW to be included in the final design plans.
3. Verify utility locations and coordinate design with appropriate utility companies.
4. Prepare preliminary analysis and design for submittal to City of Lodi Public Works Department/Engineering Division for review and comment.
5. Prepare a preliminary project construction costs.

**D. Final Design**

1. Prepare final contract documents including but not limited to plans, specifications (Special Provisions only), and final cost estimate (PS&E) required for a formal public bid process.

2. The selected firm will be required to answer any technical questions related to the construction documents during the bidding process and construction phase of the project.
3. The selected firm will not be required to provide construction staking or inspection.

#### E. Deliverables

- All data collected (provide in original format) such as surveying, drawings, cost estimates, specifications, sketches, etc.
- Copies of all correspondences, including photos, as-builts, other project-relevant documents.
- 90% Submittal:
  - Draft Plans, Specifications & Engineer's Estimate
    - (1) Full Size; (2) 11 x 17 Size Plans (Draft)
    - (1) Copy Draft Specifications
    - (1) Copy of Engineer's Estimate
- 100% Submittal:
  - Final Plans, Specifications & Engineer's Estimate
    - (1) Full Size; (3) 11 x 17 Size Plans
    - (1) Copies Specifications
    - (1) Copy of Engineer's Estimate
- Upon City Approval of 100% Submittal, submit:
  - (1) Full Size Mylar Plans with Wet Signature utilizing City border
  - (2) Full Size Plans (Reproducible), and (4) 11 x 17 Size Plans
  - (2) Copies Specifications
  - (2) Copies of Engineer's Estimate
  - PDF Copy of PS&E CAD, Excel, & MS Word Copy
- As-Built Plans
  - (1) Set of Full Size Plans
  - PDF Copy of PS&E CAD, Excel & MS Word Copy

#### Work Schedule

- A project work schedule shall be provided, which would include time frames and dates for completion of draft and final documents. The City has tentatively scheduled construction to begin in November 2012.

<b>Date</b>	<b>Activity</b>
May 9, 2012	Issue RFP
May 15, 2012	Deadline for submitting questions
<b>May 23, 2012 (5:30 PM)</b>	<b>Proposal due</b>
June 20, 2012	City Council award contract for design
<i>August 15, 2012</i>	<i>City Council approve plans and specifications</i>
<i>August 18, 2012</i>	<i>Advertise for construction</i>
<i>September 12, 2012</i>	<i>Bid Opening for construction</i>
<i>November 5, 2012</i>	<i>Begin Signal Construction</i>



## I. PROJECT UNDERSTANDING

We have reviewed the existing site conditions as well as the intersection geometrics for the ultimate improvements shown on Exhibit C in the Request-for-Proposal (RFP) and see this design project is relatively straight-forward. However, there are a few suggestions which would accommodate existing interim and ultimate conditions to the greatest extent possible. The suggestions below would also enhance the safety and operation of the signal and correct existing drainage deficiency.

### Accommodation for Future Improvements

In the Harney Lane Specific Plan adopted by the City, Harney Lane will be widened from two to four lanes with separate left-turn lanes and raised median. Ham Lane will be extended south of Harney Lane with similar lane configurations as existing (See Figure 1). To accommodate future widening of Harney Lane, we propose installing a 29-5-80 (or 29-5-100) signal standard on the northwest corner but with a 25-ft signal mastarm and a 15-ft luminaire mastarm for the interim condition. The interim signal mastarm will be replaced by a 55-ft ultimate signal mastarm when Harney Lane is widened to ultimate conditions. The proposed 29-5-80 standard has the loading capacity of carrying a 55-ft signal mastarm. Therefore no signal pole replacement will be required during ultimate improvements. On the northeast corner, we propose installing a 29-5-80 (or 29-5-100) signal standard with a 15-ft luminaire mastarm but without the signal mastarm since the south leg does not exist during the interim condition. The luminaire on that particular corner will provide adequate lighting intensity for the crosswalk during interim condition. Since the proposed 29-5-80 signal standard has the loading capacity to carry a 55-ft signal mastarm, a new 55-ft signal mastarm can be installed on that standard when the south leg is constructed during the ultimate improvement. If the City desires, the City may choose to upgrade all 80 mph signal standards to 100 mph standards per latest Caltrans standards. To demonstrate our understanding of the project, a conceptual design for the intersection of Ham Lane and Harney Lane is shown in Exhibit A on Page 10.

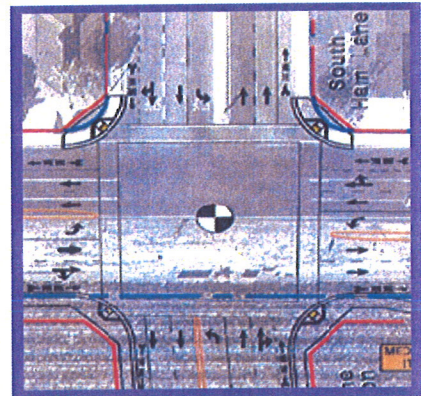


Figure 1

### Signal Standards and Drainage South of Harney Lane

Based on Exhibit C in the RFP, the ultimate improvements on the south side of Harney are located in the existing vineyard area. As a result, the proposed ultimate improvements are most likely located outside the City's existing right-of-way. All signal equipments installed on the south side of Harney Lane will most likely be removed when the ultimate improvements are constructed. To minimize the "throw-away" cost, we propose installing a smaller signal standard with shorter mastarm on the southeast corner of the intersection for the eastbound traffic. For the southbound approach, we propose installing two 1-B signal standards instead of a signal mastarm standard. Since these signal standards will be installed relatively close to travel way, we propose to providing protection for the interim signal standards with the combination of AC dike and Metal Beam Guard Rail (MBGR). MBGR will also discourage jaywalking crossing Harney Lane at the intersection.



Figure 2

The existing roadway drainage collects and ponds on the south side of this intersection during the rainy season (See Figure 2). We propose installing a drainage inlet that connects into the City's existing underground drainage system. This inlet will mitigate the roadway runoff captured by the AC dike and correct existing ponding problem.



## Utility Coordination

Under existing conditions, there are fire hydrant and underground electrical vault on the northwest corner of the project intersection (See Figure 3). Most likely, waterline and electrical line exist behind existing sidewalk on the northwest corner. In addition, fire hydrant and waterline exist on the northeast corner as well. We will coordinate closely with the utility providers in identifying existing utilities at the project intersection in the early stage of design to avoid any conflicts between existing utilities and proposed signal equipments.



Figure 3

## Accessible Pedestrian Signals and Countdown Pedestrian Signal Head

As the population is aging, more people become visually impaired. Accessible Pedestrian Signals (APS) are mainly non-visual pedestrian signal such as audible tones, speech message, and/or vibration surface located at the pedestrian pushbutton (See Figure 4). Installing APS would further enhance the pedestrian safety at the signalized intersections. Y&C's previous experience with APS in various municipalities would help to expedite the design if APS will be included in this project.

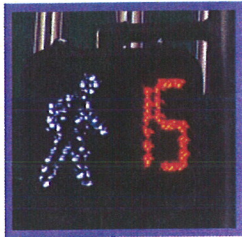


Figure 5

In addition installing APS, we highly recommend the use of countdown pedestrian signals at the project intersection (See Figure 5). The countdown pedestrian signals are easily understood by all age groups; they increase the feeling of safety; reduce the number of pedestrians stranded in the crosswalk when the signal changes. With more than 18 percent of the City's population being over 60 years old, the countdown pedestrian signals are well suited for wide crossings such as the one crossing Ham Lane.



Figure 4

## II. WORK PLAN

### Project Management

The keys to making this project successful include:

- ❖ Maintain clear communication between the City and Y&C
- ❖ Keep the project on schedule
- ❖ Complete design within budget
- ❖ Maintain high quality of deliverables

### Communication

Y&C will start the project with a kick-off meeting. In addition, Y&C will hold Project Development Team (PDT) meetings on a regular basis. Y&C will prepare meeting minutes to document discussion and action items. Y&C will also use e-mail to communicate with all the stakeholders. All e-mails will be filed electronically and with hard copy to document all the correspondences. Y&C will also prepare progress report monthly, which will be submitted with invoice to the City for review. The progress report describes the work completed in the past month, anticipated work items in the coming month, as well as any potential changes of scope, budget and schedule.

### Schedule

Y&C will create submittal logs to keep track of submittal date and review comment due date. If we do not receive comments from the City on the comment due date, we will follow up with the City. The submittal log has been proven a useful tool helping us to keep the project on schedule in a proactive manner.

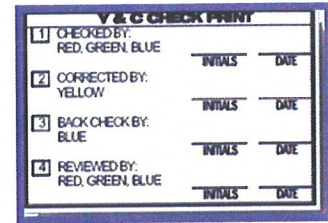
### Budget

Y&C will use its in-house Work-in-Progress summary to keep track of project budget biweekly. We are proud of our record of less than one percent of our projects exceeding their design budgets since our establishment in 1997.



### Quality

Y&C's commitment to quality is driven from top management down through the technical staff. All personnel are thoroughly trained and provided with the necessary tools and knowledge to perform tasks as efficiently and accurately as possible. Y&C has developed in-house Quality Control Procedures, which will be used to provide QA/QC of all deliverables for this project. As part of the process, the CAD operator, designer, and reviewer are required to initial the Plan Check Stamp to ensure all corrections are made. A copy of our Plan Check Stamp is shown on the right. The success of our QA/QC program is evidenced by minimal number of change orders in the field as well as various awards from ASCE, APWA, ACEC (CELSOC), CMAA, SACOG, Caltrans and California Transportation Foundation. A complete set of design plan check guidelines will be provided, upon request.



### Work Scope

The Y&C team will perform all the tasks in the work scope in the RFP and will provide the following deliverables based on the assumptions below:

#### Deliverables:

- A traffic tech memo summarizing traffic analysis
- One sheet of no scale cover sheet
- One sheet of 1"=20' traffic signal layout plan
- One sheet of no scale signal equipment and conductor schedules
- One sheet of 1"=40' signing and striping plan
- One sheet of 1"=40' intersection layout/utility plan
- One sheet of no scale construction details
- Technical specifications and construction cost estimates

#### Assumptions:

- No utility relocations of City owned facilities (sewer, water, or storm drain).
- No potholing of existing utilities.
- Attendance at up to two meetings with City staff to discuss the project.
- No curb ramps will be replaced with this project.
- No pavement replacement or rehabilitation is assumed with project.
- No geotechnical review or R-values are proposed with this project.
- No survey staking is assumed in this scope.
- City will package PS&E for bidding.

### III. WORK SCHEDULE

The City has tentatively scheduled construction to begin in November 2012. We have incorporated this schedule into our project schedule. As noted in the schedule below, design will be completed by August 14, 2012. This project schedule is consistent with the City's tentative schedule. With our design team's experience and available resources, we are confident that any changes to the schedule proposed by the City could be accommodated.

PROJECT TASKS	DURATION	DATE OF COMPLETION
Notice To Proceed - 6/20/2012		
Traffic Tech Memo	2 WEEKS	7/3/2012
City Review/Base Plan Due	1 WEEK	7/11/2012
90% PS&E	2 WEEKS	7/27/2012
City Review	1 WEEK	8/3/2012
100% PS&E	1 WEEK	8/10/2012
City Review	1 DAY	8/13/2012
Final PS&E	1 DAY	8/14/2012



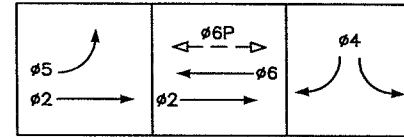
## GENERAL NOTES

1. SERVICE POINT FOR TRAFFIC SIGNAL WILL BE FROM A PAD-MOUNTED TRANSFORMER LOCATED IN BETWEEN 1315 AND 1321 HARNEY LANE.
2. ALL 80 MPH SIGNAL STANDARDS CAN BE REVISED TO 100 MPH STANDARDS IF THE CITY DESIRES.

## PROJECT NOTES

- 1 FURNISH AND INSTALL ECONOLITE ASC/2S CONTROLLER WITH WITH MEYERS POWERBACK-1250 BATTERY BACK-UP SYSTEM IN A TYPE P CABINET. DOOR SHALL FACE EAST. CONSTRUCT 4'x3'x4" P.C.C. PAD WEST OF THE CONTROLLER CABINET.
- 2 FURNISH AND INSTALL TYPE III-AF SERVICE ENCLOSURE. DOOR SHALL FACE EAST.
- 3 INSTALL 29-5-80 STANDARD WITHOUT SMA AND 15' LMA (55' SMA TO BE INSTALLED FOR ULTIMATE CONDITION).
- 4 INSTALL 19-4-80 STANDARD WITH 25' SMA AND 6' LMA.
- 5 INSTALL 29-5-80 STANDARD WITH 25' SMA AND 15' LMA. (55' SMA TO BE INSTALLED FOR ULTIMATE CONDITION)
- 6 INSTALL 1-B STANDARD.
- 7 INSTALL 4 SECTION SIGNAL HEAD. SEE DETAIL A ON THIS SHEET.

## STEADY DEMAND SEQUENCE



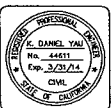
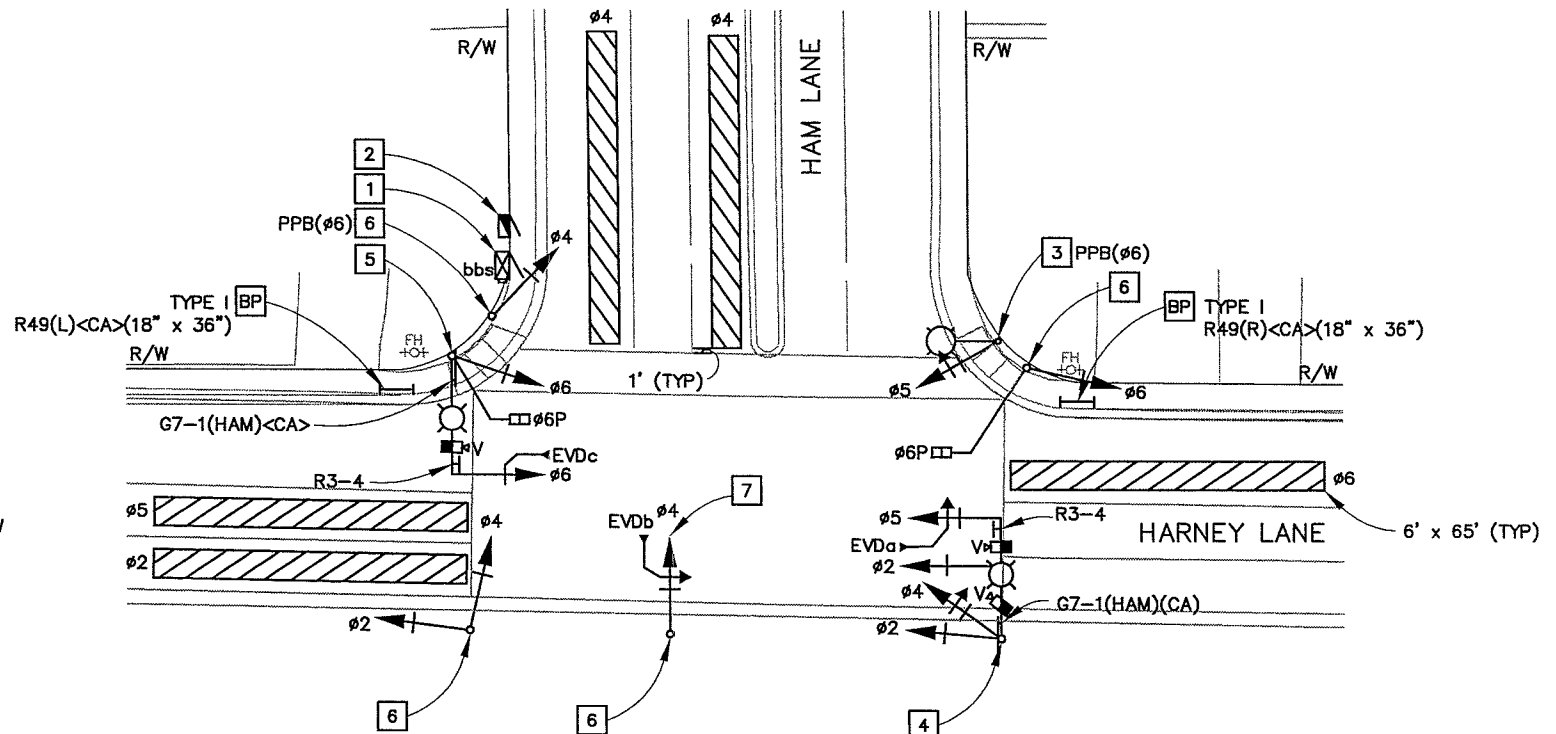
## PROPOSED TRAFFIC PHASE DIAGRAM

$EVDa = \phi 2 + \phi 5$   
 $EVDb = \phi 4$   
 $EVDc = \phi 6$



DETAIL A

4-SECTION SIGNAL HEAD  
NO SCALE



**Y&C**  
 TRANSPORTATION CONSULTANTS, INC.  
 3550 RAMOS CIRCLE  
 SACRAMENTO, CA 95827  
 (916) 368-8000 FAX: (916) 368-8008

NO.	REVISIONS	DATE	BY	CHKD	ET	DATE	KDY	1"=20'
1	ISSUED				CDY	5/23/12	N/A	

NO.	REVISIONS	DATE	BY	CHKD	ET	DATE	KDY	1"=20'
1	ISSUED				CDY	5/23/12	N/A	

NO.	REVISIONS	DATE	BY	CHKD	ET	DATE	KDY	1"=20'
1	ISSUED				CDY	5/23/12	N/A	

NO.	REVISIONS	DATE	BY	CHKD	ET	DATE	KDY	1"=20'
1	ISSUED				CDY	5/23/12	N/A	

NO.	REVISIONS	DATE	BY	CHKD	ET	DATE	KDY	1"=20'
1	ISSUED				CDY	5/23/12	N/A	

NO.	REVISIONS	DATE	BY	CHKD	ET	DATE	KDY	1"=20'
1	ISSUED				CDY	5/23/12	N/A	

EXHIBIT A

Y&C Transportation Consultants, Inc.  
5/24/12

City of Lodi Ham Lane/Harney Lane Signalization Manhours and Fee Breakdown by Task												
Tasks	Y&C				Y&C		Mark Thomas & Co.*		Baumbach & Piazza**		Other Direct Costs*	Total Cost
	D. Yau Engr. XII \$200/hr	K. Chan Engr. X \$170/hr	Engr. III \$78/hr	Engr. I \$58/hr	Total Hours	Total Fee	Total Hours	Total Fee	Total Hours	Total Fee		
1.0 Survey/Base Mapping/Data Gathering		1			1	\$170						
2.0 Utility Conflict Identification		1	4		5	\$482	16	\$2,180	LS	\$7,500	\$0	\$7,670
3.0 Plans, Specs, and Estimates (Prelim & Final)											\$8	\$2,670
3.1 Design Plans	8	24	32	32	96	\$10,032	34	\$4,430				
3.2 Specs and Estimates	2	8	4	4	18	\$2,304	14	\$2,330			\$198	\$14,660
4.0 Bidding and Construction Support		8			8	\$1,360	8	\$1,080			\$46	\$4,680
5.0 Proj. Management/Meetings	6	8			14	\$2,560	10	\$1,510			\$20	\$2,480
<b>Total Hours</b>	<b>16</b>	<b>50</b>	<b>40</b>	<b>36</b>	<b>142</b>		<b>82</b>				<b>\$50</b>	<b>\$4,120</b>
<b>Total Costs</b>	<b>\$2,800</b>	<b>\$7,000</b>	<b>\$3,200</b>	<b>\$1,620</b>		<b>\$16,908</b>		<b>\$11,530</b>		<b>\$7,500</b>	<b>\$322</b>	<b>\$36,260</b>

\* See attached fee proposal from Mark Thomas & Co., Inc.

\*\* See attached proposals from Baumbach & Piazza

IP:\proposal\2012\1606-12\Y&C fee proposal for Ham-Harney Signal 05-24-12



**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |  |   |
|--|---|
| 1. <b><u>COMPREHENSIVE GENERAL LIABILITY</u></b>                             | 2. <b><u>COMPREHENSIVE AUTOMOBILE LIABILITY</u></b> |
| \$1,000,000 Ea. Occurrence   | \$1,000,000 Bodily Injury - Ea. Person              |
| \$2,000,000 Aggregate  | \$1,000,000 Bodily Injury - Ea. Occurrence          |
| 3. <b><u>PROFESSIONAL ERRORS AND OMISSIONS</u></b>                           | \$1,000,000 Property Damage - Ea. Occurrence        |
| Not less than \$1,000,000 per Claim. Certificate of Insurance only required. |   |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Severability of Interest Clause**  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) **Notice of Cancellation or Change in Coverage Endorsement**  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. . A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

1. AA# \_\_\_\_\_  
2. JV# \_\_\_\_\_

**CITY OF LODI  
APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	05/30/2012
4. DEPARTMENT/DIVISION: Public Works			

**6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW**

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	329		3205	Fund Balance	\$ 55,000.00
B. USE OF FINANCING	329	329006	7323	Ham/Harney Signal	\$ 55,000.00

**7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET**

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Professional services agreement with Y&C Transportation Consultants for the design of the Ham and Harney Lane traffic signal and lighting project.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 06/20/2012 Res No: \_\_\_\_\_ Attach copy of resolution to this form.

Department Head Signature: 

**8. APPROVAL SIGNATURES**

Deputy City Manager/Internal Services Manager	Date

Submit completed form to the Budget Division with any required documentation.  
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
PROFESSIONAL SERVICES AGREEMENT FOR  
DESIGN OF THE HAM LANE AND HARNEY LANE  
TRAFFIC SIGNAL AND LIGHTING PROJECT AND  
FURTHER APPROPRIATING FUNDS

=====

WHEREAS, on December 21, 2011, City Council adopted a resolution approving the Harney Lane Specific Plan with a new traffic signal planned at the Ham Lane and Harney Lane intersection; and

WHEREAS, staff issued a request for proposals for engineering and design services on May 9, 2012, and received three proposals on May 23, 2012; and

WHEREAS, based on the written proposals, consultant's qualifications and experience, staff recommends executing a Professional Services Agreement with Y & C Transportation Consultants, Inc., of Sacramento, California, for this project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a Professional Services Agreement with Y & C Transportation Consultants, Inc., of Sacramento, California, for the design of the Ham Lane and Harney Lane Traffic Signal and Lighting Project in the amount of \$36,260; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the agreement; and

BE IT FURTHER RESOLVED that funds in the amount of \$55,000 be appropriated from Transportation Development Act (Streets/Roads) Funds.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract and to Execute Contract Extensions with West Coast Arborist, of Anaheim, for Tree Maintenance for Fiscal Year 2012/13 (\$72,900)

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract and to execute contract extensions with West Coast Arborist, of Anaheim, for tree maintenance for Fiscal Year 2012/13, in the amount of \$72,900.

**BACKGROUND INFORMATION:** This project provides for the structural pruning, maintenance trimming, emergency calls, and removal of City trees at various locations throughout the City for Fiscal Year 2012/13. The project includes the removal of 40 Modesto Ash trees and tree spraying. An objective of this contract is to improve the health of our urban forest and reduce liability exposure associated with falling limbs.

In addition to the aforementioned work, the contract will secure pricing for other miscellaneous tree work, including maintenance pruning (structural and clearance) and crown reductions, tree planting, tree removals, stump grinding, tree pest control, and emergency call outs. Recently, much of the annual tree trimming budget was spent on tree pruning, tree removals, and emergency responses due to storm-related damage. The contract provides for individual tree pruning, which is more effective than grid pruning, as practiced in the past. The contract will be for one year with two one-year extensions, if mutually agreeable. Staff recommends that the City Manager be authorized to negotiate and execute the contract extensions.

Specifications for this project were approved on April 18, 2012. The City received the following three bids for this project on May 23, 2012. The project estimate for the work included in the bid was \$135,000.

<b>Bidder</b>	<b>Location</b>	<b>Bid</b>
West Coast Arborist	Anaheim, CA	\$72,900.00
Berndt Tree Services	Lodi, CA	\$111,500.00
A-Plus Tree Service	Vallejo, CA	\$131,412.50 *

\* Please note, the bid from A-Plus Tree Service contained a mathematical error; the amount recorded at the bid opening was \$133,407.50.

Plans and specifications approved for the project included the removal of 39 Raywood Ash trees from Lower Sacramento Road. The replacement planting is just beginning and, therefore, removal of these

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

39 trees will be delayed for at least one year after the replacement planting has been completed. The project estimate for this work is \$20,000.

Plans and specifications approved for the project included mistletoe pruning along Church Street between Lodi Avenue and Kettleman Lane. This work was removed from the project in order to clarify the requirements of the work. Because the best time for mistletoe pruning is when the trees have few leaves, this work will be separately bid and scheduled for late fall. The project estimate for this work is \$45,000.

**FISCAL IMPACT:** Regular tree maintenance improves the health of the City's urban forest and reduces exposure to liability.

**FUNDING AVAILABLE:** Streets and Drainage (3215036).

---

Jordan Ayers  
Deputy City Manager/Internal Services Director

---

F. Wally Sandelin  
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer

FWS/KMG/pmf

cc: Deputy Public Works Director - Utilities  
Compliance Engineer

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "**City**" and **WEST COAST ARBORIST** herein called "**Contractor**."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids  
Information to Bidders  
General Provisions  
Special Provisions  
Bid Proposal  
Contract  
Contract Bond

The July 1992 Edition Standard  
Specifications, State of California  
Business and Transportation Agency,  
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City and under the condition expressed in the bond bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-100, of the General Stipulations, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.



**ARTICLE IV** And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to complete any or all of the bid items such as structural pruning, crown raising and/or crown reduction, mistletoe removal, cleaning and light thinning, and palm tree pruning as specified in the bid summary. All work shall be completed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access require the need for specialty equipment (i.e., crane), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

**TREE MAINTENANCE 2012-2013**  
**BID SUMMARY**

**BID ITEM 1. FULL PRUNE BASED ON SERVICE OR SPECIAL REQUESTS**

Trees requiring service to rectify a specific problem, such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs, will be performed as a "Service Request."

<b>3</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EST. QTY</b>	<b>TOTAL COST</b>
Up to 6" DBH	Per Tree	\$ 35.00	5	\$ 175.00
6" - 12" DBH	Per Tree	\$ 75.00	5	\$ 375.00
13" - 18" DBH	Per Tree	\$ 200.00	5	\$ 1,000.00
19" - 24" DBH	Per Tree	\$ 150.00	5	\$ 750.00
25" - 30" DBH	Per Tree	\$ 250.00	5	\$ 1,250.00
31" DBH & Over	Per Tree	\$ 350.00	5	\$ 1,750.00
<b>Sub-total Bid Item 1</b>				<b>\$ 5,300.00</b>

**BID ITEM 2. CLEARANCE PRUNE**

Trees will be raised to a standard height established by the City for the purpose of creating adequate room for utility vehicles, paving equipment, pedestrian traffic, clearance for buildings and signs in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance prunes are performed on a street-by-street basis.

<b>BID ITEM 2. CLEARANCE PRUNE</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EST. QTY</b>	<b>TOTAL COST</b>
Small, Medium & Large trees	Per tree	\$ 39.00	100	\$ 3,900.00
<b>Sub-total Bid Item 2</b>				<b>\$ 3,900.00</b>

**TREE MAINTENANCE 2012-2013**  
**CONTRACT**

**PAGE 3**

**BID ITEM 3. PALM TREE TRIMMING**

Standard trimming of Palms shall consist of the removal of all dead and live fronds as well as fruit. The remaining healthy fronds will be situated at an upward thirty degree (30°) angle in relation to a horizontal plane at the head of the palm tree. Work shall be in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards

<b>BID ITEM 3. PALM TREE TRIMMING</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EST. QTY</b>	<b>TOTAL COST</b>
Trim Date Palm trees	Per tree	\$ 59.00	50	\$ 2,950.00
Trim Fan Palm trees	Per tree	\$ 59.00	50	\$ 2,950.00
<b>Sub-total Bid Item 3</b>				<b>\$ 5,900.00</b>

**BID ITEM 4. TREE & STUMP REMOVAL**

City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls U.S.A. and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of 18 inches. All holes will be backfilled with clean top soil; as well as having all debris cleaned up and hauled away.

<b>BID ITEM 4. TREE &amp; STUMP REMOVAL</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EST. QTY</b>	<b>TOTAL COST</b>
Tree Removal and Stump Grinding up to 6" DBH	Per Tree	\$ 100.00	5	\$ 500.00
Tree Removal and Stump Grinding 6" - 12" DBH	Per Tree	\$ 500.00	5	\$ 2,500.00
Tree Removal and Stump Grinding 13" - 18" DBH	Per Tree	\$ 500.00	5	\$ 2,500.00
Tree Removal and Stump Grinding 19" - 24" DBH	Per Tree	\$ 500.00	15	\$ 7,500.00
Tree Removal and Stump Grinding 25" - 30" DBH	Per Tree	\$ 500.00	30	\$ 15,000.00
Tree Removal and Stump Grinding 31" DBH & Over	Per Tree	\$ 500.00	10	\$ 5,000.00
Stump Grinding up to 6" DBH	Per Tree	\$ 50.00	5	\$ 250.00
Stump Grinding 6" - 12" DBH	Per Tree	\$ 200.00	5	\$ 1,000.00
Stump Grinding 13" - 18" DBH	Per Tree	\$ 200.00	5	\$ 1,000.00
Stump Grinding 19" - 24" DBH	Per Tree	\$ 300.00	5	\$ 1,500.00
Stump Grinding 25" - 30" DBH	Per Tree	\$ 300.00	5	\$ 1,500.00
Stump Grinding 31" DBH & Over	Per Tree	\$ 300.00	5	\$ 1,500.00
<b>Sub-total Bid Item 4</b>				<b>\$ 39,750.00</b>

**BID ITEM 5. CREW RENTAL**

The standard crew is three (3) men, one chipper truck, one chipper, one aerial tower, and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or pruning specific trees requiring immediate attention prior to their scheduled prune.

<b>BID ITEM 5. CREW RENTAL</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EST. QTY</b>	<b>TOTAL COST</b>
Crew Rental	Per hour	\$ 150.00	50	\$ 7,500.00
<b>Sub-total Bid Item 5</b>				<b>\$ 7,500.00</b>

**BID ITEM 6. EMERGENCY RESPONSE**

Contractor shall respond to emergency calls on a 24-hour basis. Emergency work will begin on-site within two (2) hours from the time of notification from the City. The crew will do what is necessary to render the hazardous tree or tree-related condition safe.

<b>BID ITEM 6. EMERGENCY RESPONSE</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EST. QTY</b>	<b>TOTAL COST</b>
Emergency Response	Per hour	\$ 180.00	50	\$ 9,000.00
<b>Sub-total Bid Item 6</b>				<b>\$ 9,000.00</b>

**BID ITEM 7. TREE PEST CONTROL**

Contractor shall provide, as requested, pest control services for the control of aphids and elm leaf beetle. Insects shall be controlled by the use of approved insecticides under direction of a State of California licensed Pesticide Applicator.

<b>BID ITEM 7. TREE PEST CONTROL</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EST. QTY</b>	<b>TOTAL COST</b>
Up to 30" DBH	Per Tree	\$ 45.00	20	\$ 900.00
31" DBH & Over	Per Tree	\$ 65.00	10	\$ 650.00
<b>Sub-total Bid Item 7</b>				<b>\$ 1,550.00</b>

**BID ITEM 8. CHURCH STREET TREE MAINTENANCE (MISTLETOE ERADICATION)**

~~Contractor shall remove up to 25 dead/dying trees due to mistletoe damage including tree stump, roots, and removal of all debris. Contractor will grind stumps to a minimum depth of 18 inches. All wood chips shall be removed from grind site and holes will be backfilled with clean top soil. All organic material shall be recycled and proof of recycling must be provided with invoice. Contractor shall perform full prune on all trees to ensure the eradication of mistletoe from all trees on Church Street, between Lodi Avenue and Kettleman Lane. All trees not infested with mistletoe on Church Street, between Lodi Avenue and Kettleman Lane shall be maintenance pruned.~~

**TREE MAINTENANCE 2012-2013  
CONTRACT**

**PAGE 5**

<b>BID ITEM 8. CHURCH STREET TREE MAINTENANCE (MISTLETOE ERADICATION)</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EST. QTY</b>	<b>TOTAL COST</b>
Removal of up to 25 Dead/Dying Trees	Lump-Sum	\$-	1	\$-
Tree Pruning/ Eradication of Mistletoe (All trees affected)	Lump-Sum	\$-	1	\$-
Maintenance Tree Pruning All Trees (All trees not affected)	Lump-Sum	\$-	1	\$-
<b>Sub-total Bid Item 8</b>				<b>\$-</b>

**BID ITEM 9. ARBORIST SERVICES\***

<b>BID ITEM 9. ARBORIST SERVICES*</b>		
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT COST</b>
Arborist Services	Per hour	\$ 95.00

\* Not included in Bid Tabulation, but must be completed to be considered a responsive bid.

**TOTAL BID ITEM SUMMARY**

<b>BID ITEM</b>	<b>TOTAL BID ITEM</b>
TOTAL OF BID ITEM 1. FULL PRUNE BASED ON SERVICE OR SPECIAL REQUESTS	\$ 5,300.00
TOTAL OF BID ITEM 2. CLEARANCE PRUNE	\$ 3,900.00
TOTAL OF BID ITEM 3. PALM TREE TRIMMING	\$ 5,900.00
TOTAL OF BID ITEM 4. TREE & STUMP REMOVAL	\$ 39,750.00
TOTAL OF BID ITEM 5. CREW RENTAL	\$ 7,500.00
TOTAL OF BID ITEM 6. EMERGENCY RESPONSE	\$ 9,000.00
TOTAL OF BID ITEM 7. TREE PEST CONTROL	\$ 1,550.00
TOTAL OF BID ITEM 8. CHURCH STREET TREE MAINTENANCE- (MISTLETOE ERADICATION)	\$
<b>TOTAL BID (Bid Items 1 through 8)</b>	<b>\$ 72,900.00</b>
BID ITEM 9. ARBORIST SERVICES* (Per hour)	\$ 95.00

\* Not included in Bid Tabulation, but must be completed to be considered a responsive bid.

**References must be submitted with bid proposal as described in Section 2.1400**

ARTICLE V By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within the allotted number of working days.

**TREE MAINTENANCE 2012-2013  
CONTRACT**

**PAGE 7**

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written below.

\_\_\_\_\_  
CONTRACTOR

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
TYPE OF ORGANIZATION  
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

\_\_\_\_\_  
Address

\_\_\_\_\_  
( )  
Telephone

CITY OF LODI  
a Municipal corporation

\_\_\_\_\_  
Konradt Bartlam  
City Manager

Attest:

\_\_\_\_\_  
Randi Johl, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE CONTRACT FOR TREE MAINTENANCE FOR  
FISCAL YEAR 2012/13

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on May 23, 2012, at 11:00 a.m., for Tree Maintenance for Fiscal Year 2012/13, described in the specifications therefore approved by the City Council on April 18, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
West Coast Arborist	\$72,900.00
Berndt Tree Services	\$111,500.00
A-Plus Tree Service	\$131,412.50*

\*Corrected total

WHEREAS, staff recommends awarding the contract for Tree Maintenance for Fiscal Year 2012/13 to the low bidder, West Coast Arborist, of Anaheim, California, in the amount of \$72,900; and

WHEREAS, the contract provides for two one-year extensions, if mutually agreeable.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for Tree Maintenance for Fiscal Year 2012/13 to the low bidder, West Coast Arborist, of Anaheim, California, in the amount of \$72,900; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to negotiate and execute up to two one-year extensions.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract with George Reed, Inc., of Modesto, for 800 Tons of Asphalt Materials for Fiscal Year 2012/13 (\$57,701)

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract with George Reed, Inc., of Modesto, for 800 tons of asphalt materials for Fiscal Year 2012/13, in the amount of \$57,701.

**BACKGROUND INFORMATION:** The asphalt materials purchase is needed to carry out preventative street maintenance and repairs. In the past few years, due to budget shortfalls, the street maintenance program did not include a thin overlay program but only purchased materials needed for localized repairs.

This year, the Streets and Drainage Division plans to increase its focus on street pavement maintenance. The amount of asphalt requested for FY 2012/13 is an increase of 300 tons over prior years to accommodate localized repair needs and a thin overlay program. The contract includes the purchase of cold patch material, traditionally purchased on an as-needed basis, in order to stabilize costs and to better track material usage. The bid documents included an optional cost for delivery that none of the bids included. As a result, delivery will be separately contracted, if needed.

Specifications for this project were approved on May 2, 2012. The City received the following two bids for this project on May 30, 2012. The project estimate for this project was \$50,000.

Bidder	Location	Bid
George Reed, Inc.	Modesto, CA	\$57,701
Granite Construction Company	Watsonville, CA	\$68,985

**FISCAL IMPACT:** Preventative maintenance extends the useful life of our streets and reduces future street reconstruction costs.

**FUNDING AVAILABLE:** Measure K Fund (325039)

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer  
FWS/KMG/pmf  
cc: Deputy Public Works Director – Utilities  
Compliance Engineer

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and GEORGE REED, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, the Contractor agrees with the City, at to furnish all the materials as described in the Contract Documents which are hereby made a part of the Contract; the Contractor also agrees, in accordance with Section 2.4, "Ordering," of the General Provisions, that should it not be possible in certain instances for the supplier to make material available to the City, the City reserves the right to obtain the required materials from other vendors. The contract supplier shall have no recourse or claim against the City for any such purchases.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 2.5, "Measurement and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials embraced in this agreement; and any adjustments to contract prices during the term of this contract shall be in accordance with Section 2.3, "Adjustment in Contract Prices" of the General Provisions for paving asphalt price fluctuations exceeding ten percent (10%); the Contractor also agrees to provide documentation of any price fluctuations, with compensation adjustments provided, prior to the invoicing of said price increases, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

**ASPHALT MATERIALS**

**2012/2013**

**ITEM 1. 9.5mm (3/8") Max Medium Type A, PG 64-16 or 64-10**

<b>Estimated Annual Quantity</b>	<b>400 Tons</b>
PRICE PER TON:	\$65.00
TAX:	\$5.04
ADDITIONAL COSTS (fuel surcharge, energy adjustments, etc., if any)	\$0.0
TOTAL COST PER TON (F.O.B. Plant)	\$70.04
DELIVERY COST PER TON (Optional)	N/A
DELIVERY STANDBY COST PER HOUR (wait over 15 minutes)	N/A

**ITEM 2. 12.5m (1/2") Max Medium Type A, PG 64-10**

<b>Estimated Annual Quantity</b>	<b>300 Tons</b>
PRICE PER TON:	\$63.50
TAX:	\$4.92
ADDITIONAL COSTS (fuel surcharge, energy adjustments, etc., if any)	\$0.00
TOTAL COST PER TON (F.O.B. Plant)	\$68.42
DELIVERY COST PER TON (Optional)	N/A
DELIVERY STANDBY COST PER HOUR (wait over 15 minutes)	N/A

**ITEM 3. Cutback**

<b>Estimated Annual Quantity</b>	<b>100 Tons</b>
PRICE PER TON:	\$85.00
TAX:	\$6.59
ADDITIONAL COSTS (fuel surcharge, energy adjustments, etc., if any)	\$0.00
TOTAL COST PER TON (F.O.B. Plant)	\$91.59
DELIVERY COST PER TON (Optional)	N/A
DELIVERY STANDBY COST PER HOUR (wait over 15 minutes)	N/A

Loads may be six (6), twelve (12) or twenty-five (25) tons.

Plant Location: 17300 E. Jahant Road  
Clements, CA 95227  
Telephone: (209) 759-3331 / Fax: (209) 334-0790

Fee for Asphalt Recycling, \$0.00 per ton.

ARTICLE IV - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI - The purchase of asphalt material shall be for the period of July 1, 2012 through June 30, 2013 for the City of Lodi.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

\_\_\_\_\_  
CONTRACTOR

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
TYPE OF ORGANIZATION

Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

\_\_\_\_\_  
Address

( ) \_\_\_\_\_  
Telephone

CITY OF LODI  
a Municipal corporation

\_\_\_\_\_  
Konradt Bartlam  
City Manager

Attest:

\_\_\_\_\_  
Randi Johl, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE CONTRACT FOR 800 TONS OF ASPHALT  
MATERIALS FOR FISCAL YEAR 2012/13

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on May 30, 2012, at 11:00 a.m., for 800 Tons of Asphalt Materials for Fiscal Year 2012/13, described in the specifications therefore approved by the City Council on May 2, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
George Reed, Inc	\$57,701
Granite Construction Company	\$68,985

WHEREAS, staff recommends awarding the contract for 800 Tons of Asphalt Materials for Fiscal Year 2012/13 to the low bidder, George Reed, Inc., of Modesto, California, in the amount of \$57,701.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for 800 Tons of Asphalt Materials for Fiscal Year 2012/13 to the low bidder, George Reed, Inc., of Modesto, California, in the amount of \$57,701; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City of Lodi.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for 2012 Utility Frame and Cover Adjustment Project, Various Locations, with Teichert Construction, of Roseville (\$183,690) and Appropriating Funds (\$20,000)

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for 2012 utility frame and cover adjustment project, various locations, with Teichert Construction, of Roseville, in the amount of \$183,690, and appropriating funds in the amount of \$20,000.

**BACKGROUND INFORMATION:** This project consists of adjusting water valves and manhole frames and covers to grade, performing approximately 10,100 square feet of pavement repair at various locations throughout the City and other incidental and related work, all as shown on the plans and specifications for the project.

The pavement around the utility frames and covers at these locations has deteriorated, causing uneven surfaces. Many locations also have pavement failures that need to be repaired. This project will target the locations throughout the City, as presented in Exhibit 1.

This project is budgeted for Fiscal Year 2012/13. Staff is requesting an appropriation of \$20,000 to cover staff costs associated with the project.

Specifications for this project were approved on March 21, 2012. The City received the following seven bids for this project on April 17, 2012.

Bidder	Location	Bid
Engineer's Estimate		\$159,960
Teichert Construction	Roseville	\$183,690
A.M. Stephens Construction	Lodi	\$206,865
Flowline Construction	Sacramento	\$218,793
Central Valley Eng. & Asphalt	Roseville	\$219,392
Vinciguerra Construction	Jackson	\$225,250
Arrow Construction	Sacramento	\$256,000
Rolfe Construction	Atwater	\$258,060

**FISCAL IMPACT:** Reduction in annual maintenance costs

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Contract for 2012 Utility Frame and Cover Adjustment Project, Various Locations, with Teichert Construction, of Roseville (\$183,690) and Appropriating Funds (\$20,000)

June 20, 2012

Page 2

**FUNDING AVAILABLE:** Requested Appropriation:  
Water Capital (181): \$10,000  
Wastewater Capital (171): \$10,000

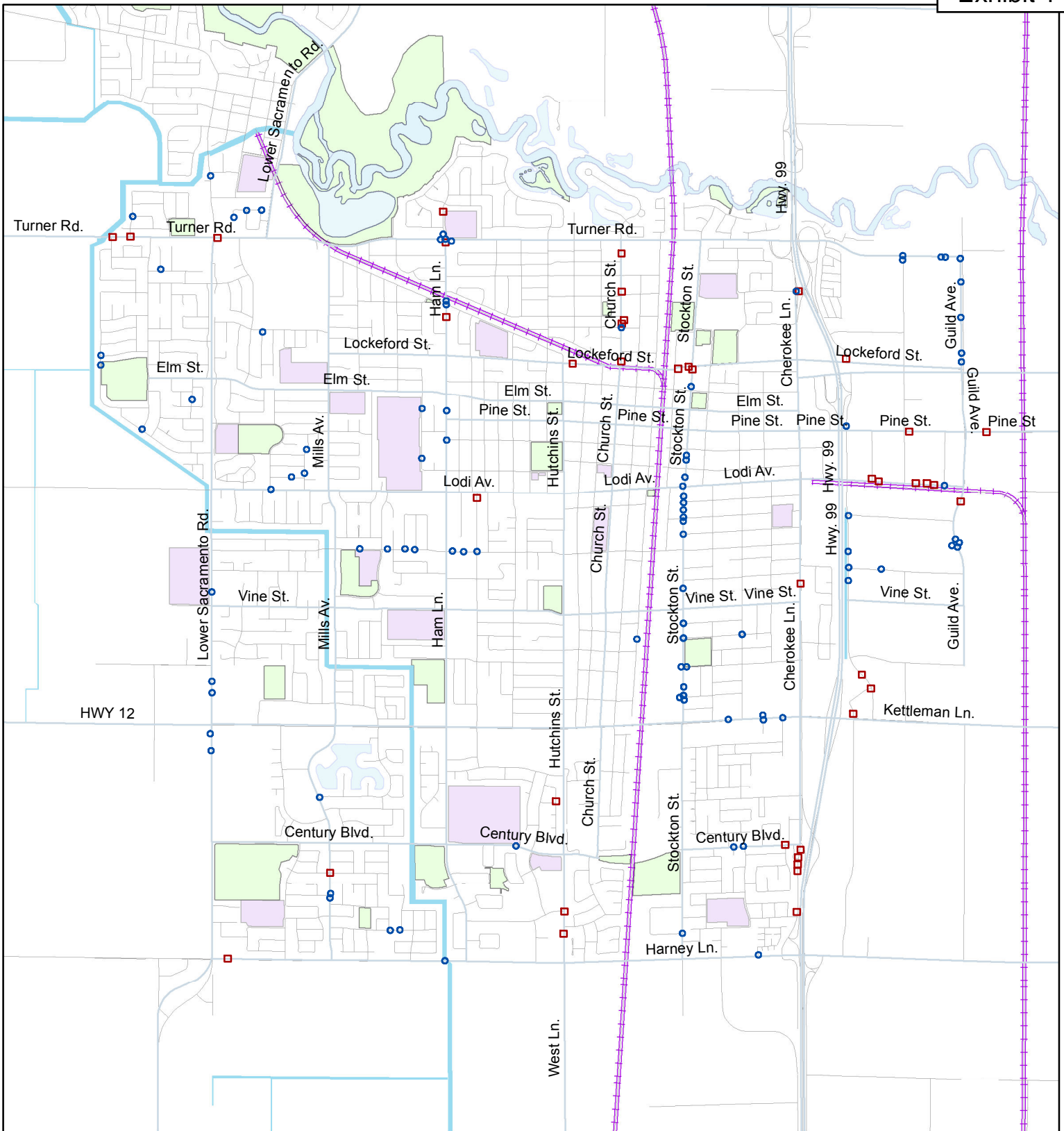
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Jordan Ayers  
Deputy City Manager/Internal Services Director

---

F. Wally Sandelin  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer  
FWS/LC/pmf  
Attachment  
cc: Deputy Public Works Director – Utilities



**Legend**

- Utility Frame Adjustment
- Pavement Repairs



**2012 Utility Frame and Cover  
Adjustment Project  
Location Map**



1 in = 3,000 ft

**2012 UTILITY FRAME AND ADJUSTMENT  
PROJECT, VARIOUS LOCATIONS**

**CONTRACT**

---

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and TEICHERT CONSTRUCTION, herein referred to as the "Contractor."

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents, which are filed in the Public Works Department and which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,



and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the necessary work to adjust water valves and manhole frames and covers to grade, and perform approximately 10,100 square feet of pavement repairs at various locations throughout the City of Lodi and other incidental and related work, all as shown on the plans and specifications for "2012 Utility Frame and Adjustment Project, Various Locations".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 16,780.00	\$ 16,780.00
2.	Pavement Repair	SF	10,100	\$ 7.60	\$ 76,760.00
3.	Adjust Manhole Frame and Cover to Grade	EA	30	\$ 700.00	\$ 21,000.00
4.	Adjust Water Valve Frame and Cover to Grade	EA	126	\$ 425.00	\$ 53,550.00
5.	Adjust Survey Monument Frame and Cover to Grade	EA	3	\$ 1,000.00	\$ 3,000.00
6.	Furnish Water Valve Frame and Cover	EA	126	\$ 100.00	\$ 12,600.00
TOTAL					\$ 183,690.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 35 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

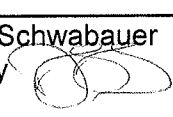
Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



1. AA# \_\_\_\_\_  
2. JV# \_\_\_\_\_

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST			
TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	04/17/2012
4. DEPARTMENT/DIVISION: Public Works			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	171		3205	Fund Balance	\$ 10,000.00
	181		3205	Fund Balance	\$ 10,000.00
B. USE OF FINANCING	171	171049	1825.1850	2012 Utility Frame & Cover	\$ 10,000.00
	181	181049	1825.2150	2012 Utility Frame & Cover	\$ 10,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET
<p>Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.</p> <p>Contract for 2012 Utility Frame and Cover Adjustment project with Teichert Construction.</p>
<p>If Council has authorized the appropriation adjustment, complete the following:</p> <p>Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.</p> <p>Department Head Signature: <u>Alwary Sanchez</u></p>

8. APPROVAL SIGNATURES	
Deputy City Manager/Internal Services Manager	Date

Submit completed form to the Budget Division with any required documentation.  
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE CONTRACT FOR 2012 UTILITY FRAME AND COVER  
ADJUSTMENT PROJECT, VARIOUS LOCATIONS, AND  
FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on April 17, 2012, at 11:00 a.m., for 2012 Utility Frame and Cover Adjustment Project, Various Locations, described in the plans and specifications therefore approved by the City Council on March 21, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
<b>Engineer's Estimate</b>	<b>\$159,960</b>
Teichert Construction	\$183,690
A.M. Stephens Construction	\$206,865
Flowline Construction	\$218,793
Central Valley Eng. & Asphalt	\$219,392
Vinciguerra Construction	\$225,250
Arrow Construction	\$256,000
Rolfe Construction	\$258,060

WHEREAS, staff recommends awarding the contract for 2012 Utility Frame and Cover Adjustment Project, Various Locations, to the low bidder, Teichert Construction, of Roseville, California, in the amount of \$183,690; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for 2012 Utility Frame and Cover Adjustment Project, Various Locations, to the low bidder, Teichert Construction, of Roseville, California, in the amount of \$183,690; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$20,000 be appropriated from the Water Capital and Wastewater Capital Funds for this project.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing the Hiring of Firefighters From the Displaced Firefighter List Pursuant to Government Code Section 53270

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Human Resources Manager

---

**RECOMMENDED ACTION:** Adopt resolution authorizing the hiring of firefighters from the Displaced Firefighter list pursuant to Government Code Section 53270.

**BACKGROUND INFORMATION:** The California Fire Fighter Joint Apprenticeship Committee (CFFJAC) has been directed through Government Code Section 53270 (Exhibit A) to maintain a list of qualified state and local firefighters who will be or have been terminated in California as a consequence of job elimination.

The Displaced Firefighters hiring list provides a way for those jurisdictions that are hiring new firefighters to easily access a talent pool of experienced front line firefighters. The hiring list has allowed fire departments to save time as well as money with regard to the hiring process. It also has given firefighters the ability to continue in their fire service career.

To qualify, for the Displaced Firefighter program the firefighter:

- Must be/have been a permanent career firefighter in good standing in a California state or local fire department. Civilian federal firefighters whose job was eliminated may also qualify.
- Must be terminated, or slated for termination, because of job elimination.
- Must have completed all required training as a full-time paid firefighter.

There is no mandate on departments to hire firefighters from the list. The list is simply a resource available to agencies to cut down on the amount of time and energy spent searching for qualified firefighters.

Staff recommends using the Displaced Firefighters list provided by CFFJAC as an available resource to fill the budgeted vacancies in our Firefighter classification.

**FISCAL IMPACT:** None

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

**FUNDING AVAILABLE:** Not applicable.

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Jordan Ayers, Deputy City Manager/Internal Services Director

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Dean Gualco, Human Resources Manager

GOVERNMENT CODE  
Title 5. Local Agencies  
Division 2. Cities, Counties, and Other Agencies  
Part 1. Powers and Duties Common to Cities, Counties, and Other Agencies  
Chapter 2. Officers and Employees  
Article 3.7. Employment of Firefighters

**GO TO CALIFORNIA CODES ARCHIVE DIRECTORY**

*Cal Gov Code § 53270 (2007)*

**§ 53270. Local agency hiring of permanent career civilian federal, state and local government firefighters whose jobs have been eliminated; List of eligible firefighters**

(a) The Legislature hereby finds that the hiring of permanent career civilian federal, state, and local government firefighters by local agencies as specified in this section is in need of uniform statewide regulation and constitutes a matter of statewide concern that shall be governed solely by this section.

(b) Notwithstanding any other provision of law, upon approval by its governing body, a local government, including, but not limited to, a fire protection district, joint powers agency, or the fire department of a city, including a charter city, county, or city and county, or any political subdivision of one of these agencies, when hiring additional firefighters, may appoint as a member or officer any person who meets all of the following criteria:

(1) Was serving as a permanent career civilian federal firefighter in good standing at any United States military installation or was a permanent career firefighter employed by the state or a local government within the state.

(2) Has satisfactorily completed all firefighter training required for employment as a permanent career civilian federal, state, or local government firefighter.

(3) Was, as a consequence of the closure, downsizing, or realignment of a federal military installation, terminated as a permanent career civilian federal firefighter, or as a consequence of job-elimination, terminated as a permanent career state or local government firefighter, within 48 months prior to the appointment.

(c) The appointment authority created by this section shall take precedence over any provision of, or any condition or circumstance arising from a provision of, a charter, ordinance, or resolution that governs employment of firefighters, that would otherwise frustrate the purpose of this section, including, but not limited to, the following:

(1) The local government maintains a civil service or merit system governing the appointment of firefighters.

(2) The local government has available to it an eligible or regular reemployment list of persons eligible for those appointments.

(3) The appointed person is not on any eligible list.

(d) A local government may not employ a person pursuant to this section if a special reemployment list is in existence for the firefighter position to be filled.

**(e)** If a local government determines to appoint a person pursuant to this section, it shall give first priority to residents of the jurisdiction, and second priority to residents of the county not residing in the jurisdiction.

**(f)** The seniority, seniority-related privileges, and rank that a permanent career civilian federal, state, or local government firefighter possessed while employed at a federal military installation or by the state or a local government shall not be required to be transferred to a position in a local government fire department obtained pursuant to this section.

**(g)** To effectuate the purposes of this section, the California Firefighter Joint Apprenticeship Program may administer, prepare, and circulate to local governments a list of permanent career civilian federal, state, and local government firefighters eligible for appointment pursuant to this section. Placement on the list shall be governed by length of service as a permanent career civilian federal, state, or local government firefighter. A permanent career civilian federal, state, or local government firefighter may apply for placement on the list after he or she receives a notice of termination of position or a priority placement notice, and shall remain on the list for a period of 48 months.

#### **HISTORY:**

Added Stats 1997 ch 73 § 1 (SB 538), effective July 14, 1997. Amended Stats 1999 ch 305 § 1 (SB 258); Stats 2004 ch 126 § 2 (AB 1929).

#### **NOTES:**

#### **Amendments:**

##### **1999 Amendment:**

**(1)** Added "permanent career" before "civilian federal" wherever it appears in subds (a)-(c), (f), and the first paragraph of subd (g); **(2)** added ", downsizing, or realignment" after "the closure" in subd (b)(3); **(3)** substituted "those" for "such" after "persons eligible for" in subd (c)(2); and **(4)** amended subd (g) by **(a)** substituting "administer, prepare," for "prepare" in the first paragraph; and **(b)** adding "permanent career civilian" before "federal firefighter" wherever it appears in the second paragraph.

##### **2004 Amendment:**

**(1)** Substituted "career civilian federal, state, and local Government firefighters" for "career civilian federal firefighters" in subd (a); **(2)** substituted subd (b) for former subd (b) which read: "(b) Notwithstanding any other provision of law, upon approval by its Governing body, a fire protection district or the fire department of a city, including a charter city, county, or city and county, when hiring additional firefighters, may appoint as a member or officer of that fire protection district or fire department any person who meets all of the following criteria:"; **(3)** added "or was a permanent career firefighter employed by the state or a local Government" after "United States military installation" in subd (b)(1); **(4)** substituted "federal, state, or local Government firefighter." for "federal firefighter." in subd (b)(2); **(5)** substituted "civilian federal firefighter, or as a consequence of job-elimination, terminated as a permanent career state or local Government firefighter, within" for "civilian federal firefighter within" in subd (b)(3); **(6)** substituted "The local Government" for "The fire



protection district or fire department" in subds (c)(1) and (c)(2); **(7)** substituted "a local Government" for "The fire protection district or fire department" in subds (d) and (e); **(8)** amended subd (e) by substituting **(a)** "residents of the jurisdiction," for "residents of the district or city,"; and **(b)** "residing in the jurisdiction." for "residing in the district or city." at the end of the sentence; **(9)** substituted subd (f) for the former subd (f) which read: "The seniority, seniority-related privileges, and rank that a permanent career civilian federal firefighter possessed while employed at a federal military installation shall not be required to be transferred to a position in a fire protection district or fire department obtained pursuant to the provisions of this section."; and **(10)** amended subd (g) by **(a)** substituting "circulate to local Governments a list of permanent career civilian federal, state, and local Government firefighters" for "circulate to fire districts and fire departments a list of permanent career civilian federal firefighters" in the first sentence; **(b)** deleting "compiled by the California Firefighter Joint Apprenticeship Program" after "Placement on the list" in the second sentence; and **(c)** substituting "federal, state, or local Government firefighter" for "federal firefighter" in the second and last sentences.

#### Note

Stats 1999 ch 305 provides:

SEC. 2. The amendments to paragraph (1) of subdivision (b) of *Section 53270 of the Government Code* enacted by this act do not constitute a change in, but are declaratory of, existing law.

#### Hierarchy Notes:

Tit. 5, Div. 2 Note

Tit. 5, Div. 2, Pt. 1, Ch. 2 Note

Tit. 5, Div. 2, Pt. 1, Ch. 2, Art. 3.7 Note

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
THE HIRING OF FIREFIGHTERS FROM THE DISPLACED  
FIREFIGHTER LIST PURSUANT TO GOVERNMENT CODE  
SECTION 53270

=====

WHEREAS, the governing body of the City of Lodi has the authority to implement Government Code Section 53270; and

WHEREAS, Governor Schwarzenegger signed legislation in 2004 (AB 1929, Chapter No. 126) that enables laid-off state and local government firefighters to be added to an existing hiring list administered and maintained by the California Fire Fighter Joint Apprenticeship Committee (CFFJAC) pursuant to Government Code Section 53270; and

WHEREAS, the CFFJAC is a labor-management training partnership co-sponsored by the State Fire Marshal and the California Professional Firefighters. The CFFJAC currently provides employment training to more than 6,000 apprentice firefighters in more than 100 fire departments; and

WHEREAS, the CFFJAC's displaced firefighter hiring list provides a way for those jurisdictions that are hiring new firefighters to easily access a talent pool of experienced front line firefighters. The hiring list has allowed fire departments to save time, as well as money with regard to the hiring process. It also has given firefighters the ability to continue working in their chosen fire service career; and

WHEREAS, there is no mandate on departments to hire firefighters from the list, as the list is simply a resource available to agencies to cut down on the amount of time and energy spent searching for qualified firefighters.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes and adopts this Resolution for the employment of its firefighters and incorporates provisions of Section 53270 of Government Code, as amended by AB 1929.

Dated: June 20, 2012

\_\_\_\_\_  
JOANNE MOUNCE  
Mayor

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



TM

## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Contract with Lodi Unified School District to Provide After-School Staff Support for the Bridge Program at Thirteen Locations During Fiscal Year 2012/2013 (\$573,980) and Appropriating Funds (\$156,612)

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Interim Director Parks, Recreation and Cultural Services

---

**RECOMMENDED ACTION:** Adopt resolution approving contract with Lodi Unified School District to provide after-school staff support for the Bridge program at 13 locations during Fiscal Year 2012/2013 (\$573,980) and appropriating funds in the amount of \$156,612.

**BACKGROUND INFORMATION:** Lodi Unified School District is the recipient of an After School Education and Safety (ASES) Program grant, which provides funds for after-school enrichment for K-8 students participating in Lodi Unified's Bridge Program.

The California Department of Education grant, funded by Proposition 49 (2002), requires a recreational component for students at participating sites. Lodi Unified has contracted with the City (sub-recipient) to provide these services for the past five years, and has negotiated an agreement for the Parks, Recreation and Cultural Services Department to expand its services from nine to 13 sites in Fiscal Year 2012/13. The nine returning sites are Beckman, Borchardt, Heritage, Lawrence, Needham, Nichols, Victor, Washington and Woodbridge elementary schools. The new sites are Live Oak Elementary, Houston (K-8) and Lodi and Millswood middle schools. Lodi Unified is pleased with the service the Department provides at the existing sites.

The Department will receive \$44,000 per year per elementary school site and \$44,660 per middle school site. The contract is scheduled to go before the Lodi Unified School District Board for consideration on June 26, 2012, and is anticipated to be approved without reservation.

The Fiscal Year 2012/13 budget adopted on June 6, 2012 did not anticipate the increased revenue or expenses associated with the four additional sites. Therefore, an additional appropriation, covered by grant funds, is requested to cover the additional program costs

**FISCAL IMPACT:** The \$573,980 in revenue will cover the program's costs. Appropriation for 347213.

---

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

Adopt Resolution Approving Contract with Lodi Unified School District to Provide After-School Staff Support for the Bridge Program at Thirteen Locations During Fiscal Year 2012/2013 (\$573,980) and Appropriating Funds (\$156,612)

**FUNDING AVAILABLE:** Per agreement with Lodi Unified School District.

---

Jordan Ayers, Deputy City Manager

---

Jeff Hood  
Interim Director Parks, Recreation and Cultural Services

JH:tl

Attachments: Resolution, agreement

**LODI UNIFIED SCHOOL DISTRICT  
Division of Business Services  
SERVICES AGREEMENT**

This agreement is entered into between Lodi Unified School District, hereinafter called the District, and  
City of Lodi Parks and Rec Dept hereinafter called the Contractor. Independent Contractor shall provide the  
following services Services provided to Beckman, Lodi Middle, Millswood Middle, Houston, Woodbridge, Needham, Lawrence,  
Washington, Victor, Borchardt, Nichols, Live Oak, and Heritage schools for education offering academic and enrichment components  
to assist the District in significantly increasing student performance and eliminating the achievement gap.

\_\_\_\_\_ at \_\_\_\_\_  
The services shall begin on July 25, 2012 and be completed by June 1, 2013.

In consideration of the services to be rendered by the Contractor, the District agrees to pay the Independent Contractor a progress payment every 30 days, upon prior receipt and approval of a work completion statement:

§ Not to exceed: \$573,980.00 Five Hundred Seventy Three Thousand, Nine Hundred Eighty Dollars-----

Funding/Account Code: 01.6010.3.1110.1000.5800.942.6412.00

*Independent Contractor agrees to comply with all provisions of Education Code Section 45125.1. Prior to commencing work, Independent Contractor will conduct criminal background check of all employees assigned to the Lodi Unified School District and will certify that no employees who have been convicted of serious or violent felonies as specified, will have contact with pupils, pursuant to this Agreement. Independent Contractor must provide the Lodi Unified School District with a list of all employees providing services pursuant to this Agreement, and designate to which sites they will be assigned. Failure to comply with this law may result in, or District's sole discretion, termination of this Agreement. The District also has the option to terminate for convenience or should the District determine that the Independent Contractor is in default. In the event the District desires the option to terminate for convenience, the District will owe the Independent Contractor an amount to cover the amount of work completed to that date. Independent Contractor warrants and represents that he/she understands the scope of the contracted work to be completed and that he/she represents and warrants to the District that he/she is qualified to perform the intended services.*

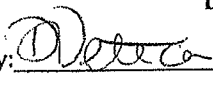
This agreement, and any documents referred to on the face hereof, constitutes the entire agreement between the two parties, and supersedes any prior agreements with respect to the matters herein. By signing this agreement, both parties agree to the terms and conditions.

Contractor hereby covenants and agrees that the District, its officers, agents, employees, members, or representatives shall not be liable for any loss, damage, injury, or liability of any kind, person, or property arising from the acts, omissions, or negligence of Contractor. Each party agrees to indemnify and hold the other harmless from any and all liability caused by their respective performance of this agreement, save and except for the others sole negligence.

**Independent Contractor**

\_\_\_\_\_  
Signature  
Date: \_\_\_\_\_  
Address: 125 N. Stockton St.  
Lodi, CA 95240  
Phone: 209.333.6742 www.lodi.gov

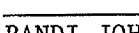
**District**

Requested by:  6/7/12 (Date)  
School Site: \_\_\_\_\_ (Date)  
Authorized by: \_\_\_\_\_ (Date)  
Approved by: \_\_\_\_\_  
Chief Business Officer  
Date of Board Ratification: \_\_\_\_\_

THIS CONTRACT IS NOT VALID UNTIL RATIFIED BY THE BOARD OF TRUSTEES  
APPROVE AS TO FORM: ATTEST:

rev. 7/20/07

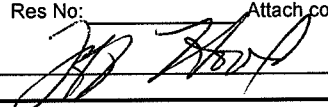
D.  STEPHEN SCHWABAUER, CITY ATTORNEY

 RANDI JOHL, CITY CLERK

1. AA# \_\_\_\_\_  
2. JV# \_\_\_\_\_

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST			
TO:	Internal Services Dept. - Budget Division		
3. FROM:	PRCS Interim Director	5. DATE:	6/20/12
4. DEPARTMENT/DIVISION: PRCS, Recreation Division			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	347		6035	LUSD After School Services	\$177,070
B. USE OF FINANCING	347	347213	7103	Part-time salary	\$154,187
	347	347213	7202	Telephone	\$175
	347	347213	7305	Uniforms	\$750
	347	347213	7323	Professional services	\$750
	347	347213	7355	General supplies	\$750
				Total	\$156,612

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET
<p>Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.</p> <p>Following the Fiscal Year 2012/13 budget preparation, Lodi Unified School District requested the Parks, Recreation and Cultural Services Department add four new schools to the Bridge (ASES) Program for additional projected revenue of \$177,070 (total FY revenue of \$573,980). The additional revenue covers direct costs and reimburses the PRCS Department for administrative expenses related to operating this 13-site program.</p>
<p>If Council has authorized the appropriation adjustment, complete the following:</p> <p>Meeting Date: <u>6/20/12</u> Res No: _____ Attach copy of resolution to this form.</p> <p>Department Head Signature: </p>

8. APPROVAL SIGNATURES	
Deputy City Manager/Internal Services Manager	Date

Submit completed form to the Budget Division with any required documentation.  
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN  
LODI UNIFIED SCHOOL DISTRICT AND THE CITY OF LODI  
TO PROVIDE THE BRIDGE PROGRAM AT THIRTEEN  
LOCATIONS DURING FISCAL YEAR 2012-13; AND FURTHER  
APPROPRIATING FUNDS

=====

WHEREAS, Lodi Unified School District is the recipient of an After School Education and Safety (ASES) Program grant, which provides funds for after-school enrichment for K-8 students participating in Lodi Unified's Bridge Program.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a contract in the amount of \$573,980 between Lodi Unified School District (Grantee) and the City of Lodi (Sub-recipient) to provide the Bridge program at thirteen locations during Fiscal Year 2012/13; and

BE IT FURTHER RESOLVED, that funds in the amount of \$156,612 be appropriated from Lodi Unified School District ASES Program.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Authorize Acceptance of Memorial Bench, Tree and Plaque Donations at Lodi Lake Park

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Parks, Recreation and Cultural Services Interim Director

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**RECOMMENDED ACTION:** Authorize acceptance of memorial bench, tree and plaque donations at Lodi Lake Park.

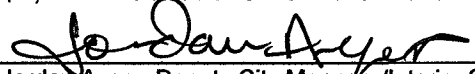
**BACKGROUND INFORMATION:** The families of Bud Reller and Dale Prohaska would like to make memorial donations at Lodi Lake Park. On November 6, 2008, the City Council accepted a memorial bench donation at Lodi Lake Park in memory of Mr. Reller. Family members recently approached Parks Division staff to request an additional plaque and tree. Staff has discussed the additional costs and Mr. Reller's family has agreed to staff's placement recommendations and to pay related costs.

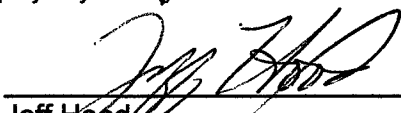
Several months ago, Dorana Prohaska approached City staff regarding a possible memorial bench project at Lodi Lake Park Nature Area in memory of her late father. Mr. Prohaska was one of the original Lodi Lake Docents and was active on the trail to just prior to this passing. Ms. Prohaska was originally interested in several ideas regarding bench placement somewhere within the Nature Area. A final decision has been reached, placing the bench along the decomposed granite trail. The bench will replace a deteriorating bench within the Nature Area.

On June 5, 2012, the Recreation Commission unanimously supported staff's recommendation, which is consistent with the City's Memorial Tree and Park Bench Policy (Resolution No. 2003-173).

**FISCAL IMPACT:** Both projects will be funded by the requesters. The donations offset the need to use department funds for tree and bench replacements.

**FUNDING AVAILABLE:** \$1,300 in donations from the Reller and Prohaska families.

  
Jordan Ayers, Deputy City Manager/Interim Services Director

  
Jeff Hood  
Interim Director Parks, Recreation and Cultural Services

Prepared by Steve Dutra, Parks Superintendent

cc: City Attorney

---

**APPROVED:**

Konradt Bartlam, City Manager





# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Set Public Hearing for August 1, 2012, to

- A. Consider Resolution Approving Master Plans for Water, Wastewater, Storm Drainage and Bicycle
- B. Certify the Negative Declaration as Adequate Environmental Documentation for the Master Plans for Water, Wastewater, Storm Drainage and Bicycle
- C. Consider Resolution Approving Impact Mitigation Fee Program Report
- D. Consider Resolution Approving Impact Mitigation Fee Program Schedule of Fees

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Set public hearing for August 1, 2012, to:

- A. Consider resolution approving master plans for water, wastewater, storm drainage and bicycle
- B. Certify the negative declaration as adequate environmental documentation for the master plans for water, wastewater, storm drainage and bicycle
- C. Consider resolution approving Impact Mitigation Fee Program report
- D. Consider resolution approving Impact Mitigation Fee Program schedule of fees

**BACKGROUND INFORMATION:** In 1991, City Council approved the Impact Mitigation Fee Program (IMFP) that established impact fees in the categories of water, wastewater, storm drainage, streets, police, fire, parks, and general City facilities. An electric utility impact fee was established in 2007. Over the past 20 years, there have been few major changes to the program, though minor updates were performed. Generally, the program has been effective in delivering projects to serve the demand for facilities presented by new development.

The new General Plan for the City was adopted on April 7, 2010. It is the proper time to perform an overhaul of the Impact Mitigation Fee Program. A number of General Plan policies were adopted that apply to the actions to be considered by the City Council as listed and paraphrased below:

- A. GM-P11 – Prepare master plan documents as necessary during the planning period to address the infrastructure needs of existing and projected growth, and to determine appropriate infrastructure provision for each phase.
- B. GM-P5 – Update impact fee system to balance the need to sufficiently fund needed facilities and services without penalizing multifamily housing or infill development.
- C. CD-P10 – Incentivize rehabilitation and adaptive reuse of buildings, especially east of the railroad, particularly on Main and Stockton streets in the Downtown Mixed Use district, through development review, permitting and fee processes.
- D. CD-P12 – Provide incentives, through the development review, permitting and fee processes, to redevelop underutilized properties located within the Mixed Use Corridors.
- E. CD-P24 – Use bike lanes, trails, or linear parkways to improve connectivity throughout the City and, in particular, between housing located south of Kettleman Lane and amenities north

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

Set Public Hearing for August 1, 2012, to

- A. Consider Resolution Approving Master Plans for Water, Wastewater, Storm Drainage and Bicycle
- B. Certify the Negative Declaration as Adequate Environmental Documentation for the Master Plans for Water, Wastewater, Storm Drainage and Bicycle
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- D. Consider Resolution Approving Impact Mitigation Fee Program Schedule of Fees

June 20, 2012

Page 2

of Kettleman Lane. These pathways should employ easy and safe crossings and connect to destinations such as Downtown, shopping centers, and/or schools.

Master plans for water, wastewater, storm drainage and bicycle infrastructure have been prepared in conjunction with the IMFP. The General Plan identified conceptual master plans for transportation and parks that have been incorporated into the development of projects in these two areas needed to serve future development.

An initial study/mitigated negative declaration (IS/MND) for the master plans for water, wastewater, storm drainage and bicycle infrastructure has been prepared and distributed for public comments by the Community Development Department. The significance determination reached after analyzing the impacts of the project consisting of the four infrastructure master plans has been "less than significant" or "no impact" for all four master plans.

The IMFP report presents details regarding the assumptions, methodologies, facilities standards, projects, costs and cost allocation factors used to establish the nexus between the fees and the development upon which the fees will be levied. The Technical Appendix to the IMFP report includes the detailed project descriptions, cost estimates, cost allocation factors and fee calculations. The Executive Summary of the IMFP report is provided as Exhibit 1. The IMFP report has been distributed to representatives of the building community and others that expressed interest in the project. A copy of the IMFP report is available at the Public Works Department and on the City's website. A summary of the significant changes from the existing IMFP incorporated are presented below.

1. There will no longer be a reimbursement by IMFP for oversized pipe. Reimbursement will be secured via a City Council approved reimbursement agreement amongst the benefitting properties.
2. Water and wastewater treatment capacity charges will be based upon the size of the water meter needed to serve the property.
3. New developments will be responsible for constructing one-half of the fronting road improvements. IMFP will be responsible for constructing median improvements along Harney Lane and Hutchins Street.
4. Electric Utility capacity charge will be based upon the panel size serving the property and will apply to all incorporated areas of the City.
5. New developments will be responsible for constructing neighborhood parks. IMFP will be responsible for constructing community and regional park facilities.
6. Residential IMFP fees will be based upon dwelling unit equivalents (DUE). One DUE equals the demand for service represented by a single-family low-density residential unit.
7. Nonresidential IMF fees will be based upon building square feet, except for storm drainage that will be based upon the acreage of the project.
8. Limited exceptions for nonresidential transportation IMF fees will be allowed, as determined by the Public Works Director, based upon demonstrated significant deviation from IMFP assumptions for employee density and trip generation.
9. Art in Public Places IMFP fee will be a stand-alone fee.

Set Public Hearing for August 1, 2012, to

- A. Consider Resolution Approving Master Plans for Water, Wastewater, Storm Drainage and Bicycle
- B. Certify the Negative Declaration as Adequate Environmental Documentation for the Master Plans for Water, Wastewater, Storm Drainage and Bicycle
- C. Consider Resolution Approving Impact Mitigation Fee Program Report
- D. Consider Resolution Approving Impact Mitigation Fee Program Schedule of Fees

June 20, 2012

Page 3

Preparation of the IMFP report and associated fee schedules was a 24-month long collaborative effort between the City Council, staff and the development community. Five Shirtsleeve Session presentations were made to the City Council. Eighteen meetings were held with the project team, including staff, consultants and the development community. Five of those meetings were focused on determining the assumptions, objectives, and scope of work needed to complete the update to the existing IMFP. These occurred prior to award of the consulting contract to Harris & Associates, the project engineering and planning consultant. Thirteen additional meetings focused on the step-by-step development of project descriptions, costs analyses, nexus relationships and fee calculations.

At the August 1, 2012 City Council meeting, a public hearing will be conducted to receive public comment on the infrastructure master plans, the IS/MND and the IMFP report. Council approval of the master plans, IMFP report and IMFP schedule of fees will lead to the introduction of various Lodi Municipal Code amendments needed to implement the IMFP.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

---

F. Wally Sandelin  
Public Works Director

FWS/pmf  
Attachment

# I. EXECUTIVE SUMMARY AND INTRODUCTORY SECTIONS

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## INTRODUCTION

The City of Lodi (City) is located in the San Joaquin Valley, approximately 10 miles north of Stockton and 35 miles south of Sacramento. Incorporated in 1906, the City has grown to a current population of more than 62,000. Corresponding to this population growth, the San Joaquin Council of Government estimates that there are approximately 26,000 jobs in the City. The City's growth is provided for in both the General Plan and the City's Growth Ordinance (LMC 15.34) that allows for an increase in population of 2% per year.

Increased population and employment in the City will lead to increased demand for public infrastructure and services and will ultimately impact infrastructure and the facilities required to provide such services. Where backbone infrastructure and capital facilities are inadequate, permitting development is contrary to the responsibility of local government to protect the public's health, safety, and welfare. Consequently, the City has planned for construction and expansion of backbone infrastructure and capital facilities that will adequately serve current and future development anticipated through 2035.

Funding for these facilities will come from several sources, including the City's Impact Mitigation Fee Program (IMFP); federal, state and local programs; developer contributions; and other funding sources. The IMFP Fees discussed in this report will apply to all future growth within the City projected through 2035.

## PURPOSE OF IMFP

As new development occurs within the City, new backbone infrastructure and capital facilities will be required to meet the demands from future development. Backbone infrastructure and capital facilities will be funded through the City's IMFP, which will contain separate fee categories for each type of infrastructure and capital facility. The IMFP will apply to all future growth anticipated through 2035, except where otherwise noted in this report. The infrastructure and capital facility impact fee categories incorporated in this report include:

- Water Fee;
- Wastewater Fee;
- Storm Drainage Fee;
- Transportation Fee;
- Police Fee;
- Fire Fee;
- General City Facilities Fee;
- Park Fee;
- Electric Utility Fee; and
- Art in Public Places Fee.

The City retained a team of consultants, including Harris and Associates, Goodwin Consulting Group, Inc., Fehr & Peers, The Reed Group, and Vallier Design Associates, to assist it with the update of the IMFP. The fees in the IMFP will be implemented by the Lodi City Council through the adoption of this IMFP report. The IMFP is compliant with the requirements set forth in the Mitigation Fee Act and ensures that a rational nexus exists between the fees and the cost or portion of the cost of the infrastructure and capital facilities attributable to future development.

## **VACANT LAND DESCRIPTION**

The City, in conjunction with input from local developers, reviewed the vacant land within the City and studied past development trends. Based on this review, both residential and non-residential growth forecasts were established. These forecasts form the basis for the analysis presented in this report and are a critical assumption in the determination of infrastructure requirements.

It is assumed that substantial residential growth would not begin to occur until 2015, at which time approximately 100 low density residential units are expected to develop. Development is expected to gradually increase until 2018 at which point the historical average of 240 units per year is assumed. A total of 4,000 low density residential units and 720 medium density residential units are expected to develop through 2035.

Non-residential growth was estimated based on vacant land within the City. It is estimated that by 2035 approximately 2 million square feet of industrial space, just over 1 million square feet of retail, approximately 530,000 square feet of office, and approximately 68,000 square feet of medical will develop.

A more detailed description of this analysis is included in Section 2.

## SUMMARY OF PROPOSED FEES

Tables 1-1 through 1-5 summarize the fees for each component in the IMFP.

**Table 1-1: Water and Wastewater Fees**

<b>Meter Size</b>	<b>Water</b>	<b>Wastewater</b>
5/8-inch meter	\$2,079	\$2,831
3/4-inch meter	\$3,103	\$4,225
1-inch meter	\$5,181	\$7,056
1 1/2-inch meter	\$10,332	\$14,070
2-inch meter	\$16,537	\$22,521
3-inch meter	\$31,026	\$42,253
4-inch meter	\$51,721	\$70,435
6-inch meter	\$103,411	\$140,828
8-inch meter	\$165,464	\$225,333
10-inch meter	\$237,880	\$323,951

**Table 1-2: Transportation, Police, Fire, General City Facilities, Park, and Art in Public Places Fees**

<b>Fee Component</b>	<b>RESIDENTIAL LAND USES</b>			<b>NON-RESIDENTIAL LAND USES</b>		
	<b>Low Density</b> <i>(per Unit)</i>	<b>Medium Density</b> <i>(per Unit)</i>	<b>High Density</b> <i>(per Unit)</i>	<b>Retail</b> <i>(per 1,000 SF)</i>	<b>Office/ Medical</b> <i>(per 1,000 SF)</i>	<b>Industrial</b> <i>(per 1,000 SF)</i>
Transportation	\$711	\$386	\$386	\$1,199	\$872	\$443
Police	\$753	\$634	\$528	\$330	\$528	\$176
Fire	\$385	\$324	\$270	\$338	\$540	\$180
Park	\$3,890	\$3,276	\$2,730	\$406	\$650	\$217
General City Facilities	\$617	\$519	\$433	\$270	\$433	\$144
Art in Public Places	\$80	\$67	\$56	\$35	\$56	\$19

**Table 1-3: Electric Utility Fees**

	<b>240 Volts</b>	<b>480 Volts</b>
<b><u>Single Phase Panel</u></b>		
60 amps	\$248	n/a
100 amps	\$413	n/a
125 amps	\$517	n/a
200 amps	\$826	n/a
400 amps	\$1,653	n/a
600 amps	\$2,479	n/a
<b><u>Three Phase Panel</u></b>		
200 amps	\$1,360	\$2,720
400 amps	\$2,720	\$5,440
600 amps	\$4,080	\$8,159
800 amps	\$5,440	\$10,879
1000 amps	n/a	\$13,599
1500 amps	n/a	\$20,398
2000 amps	n/a	\$27,198
3000 amps	n/a	\$40,796

**Table 1-4: Storm Drainage Fees**

	<b>RESIDENTIAL LAND USES</b>			<b>NON-RESIDENTIAL LAND USES</b>		
	<b>Low Density</b> <i>(per Unit)</i>	<b>Medium Density</b> <i>(per Unit)</i>	<b>High Density</b> <i>(per Unit)</i>	<b>Retail</b> <i>(per Acre)</i>	<b>Office/ Medical</b> <i>(per Acre)</i>	<b>Industrial</b> <i>(per Acre)</i>
Storm Drainage – Zone 1 <sup>1</sup>	\$2,591	\$1,295	\$1,041	\$27,201	\$27,201	\$29,143
<i>1 Applies to future development in the Zone 1 area shown on Figure 6-1. Storm drainage fees will not apply to other development areas that are within the current City limits.</i>						

**Table 1-5: South Wastewater Trunk Line Fees**

Fee Component	RESIDENTIAL LAND USES			NON-RESIDENTIAL LAND USES		
	Low Density <i>(per Unit)</i>	Medium Density <i>(per Unit)</i>	High Density <i>(per Unit)</i>	Retail <i>(per 1,000 SF)</i>	Office/ Medical <i>(per 1,000 SF)</i>	Industrial <i>(per 1,000 SF)</i>
South Wastewater Trunk Line <sup>1</sup>	\$1,181	\$994	\$829	\$1,096	n/a	n/a
<sup>1</sup> Applies only to development that will benefit from construction of the wastewater trunk line serving the southern area of the City.						

## **FEE ADJUSTMENT PROCEDURES**

The fees may be adjusted in future years to reflect revised facility requirements, receipt of funding from alternative sources (i.e., state or federal grants), revised facilities or costs, or changes in demographics or the land use plan. In addition, the fees will be adjusted each year by the Engineering News Record 20-city average construction cost index.

The fee categories summarized in the IMFP may not be applicable to specialized development projects in the City. For example, development of a cemetery, golf course, or stadium would not fall under any of the fee categories in this study. For specialized development projects, the City will review the impacts and decide on the applicable fee.

## **NEXUS REQUIREMENT SUMMARY**

Assembly Bill (AB) 1600, which was enacted by the State of California in 1987, created Mitigation Fee Act - Section 66000 et seq. of the Government Code. The Mitigation Fee Act requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of approval of a development project:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put.
3. Determine how there is a reasonable relationship between:
  - A. The fee's use and the type of development project on which the fee is imposed.
  - B. The need for the public facility and the type of development project on which the fee is imposed.
  - C. The amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

As stated above, the purpose of this IMFP report is to demonstrate that all fee components of the updated IMFP comply with the Mitigation Fee Act. The assumptions, methodologies, facility standards, costs, and cost allocation factors that were used to establish the nexus between the fees and the development on which the fees will be levied are summarized in subsequent sections of this report.



## **LODI MUNICIPAL CODE AMENDMENTS**

The following sections of the Lodi Municipal Code will need to be amended to implement the changes included in the IMFP:

12.12.370  
13.08.130  
13.12.180  
13.12.220  
15.64.010  
15.64.020  
15.64.030  
15.64.050  
15.64.060  
15.67.070  
15.64.080  
16.24.040

The changes included in the IMFP leading to the need to amend the Lodi Municipal Code are described below:

1. There will no longer be a reimbursement by the IMFP for oversized pipe. Reimbursement will be secured via a City Council approved reimbursement agreement amongst the benefitting properties.
2. Water and wastewater treatment capacity charges will be based upon the size of the water meter needed to serve the property.
3. New Developments will be responsible for constructing one-half of the fronting road improvements. The IMFP will be responsible for construction of the median improvements along Harney Lane and Hutchins Street.
4. The Electric Utility capacity charge will be based upon the panel size serving the property and will apply to all incorporated areas of the City.
5. New developments will be responsible for constructing neighborhood parks. The IMFP will be responsible for constructing community and regional park facilities.
6. Residential IMFP fees will be based upon dwelling unit equivalents (DUE). One DUE equals the demands for services represented by a single family, low density residential unit.
7. Non-residential IMF fees will be based upon building square feet except for Storm Drainage which will be based upon the acreage of the project.
8. Limited exceptions for non-residential Transportation IMF fees will be allowed, as determined by the Public Works Director, based upon demonstrated significant deviation from the IMFP assumptions for employee density and trip generation.
9. The Art in Public Places IMF fee will be a stand-alone fee.



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Set Public Hearing for August 1, 2012, Regarding Termination of Southwest Gateway and Westside Project Development Agreements with Frontier Community Builders, Inc.

**MEETING DATE:** June 20, 2012

**PREPARED BY:** City Manager

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**RECOMMENDED ACTION:** Set Public Hearing for August 1, 2012, regarding termination of Southwest Gateway and Westside Project Development Agreements with Frontier Community Builders, Inc.

**BACKGROUND INFORMATION:** In December of 2006, the City entered into the first of two Development Agreements with Frontier Community Builders, Inc. The first for the Southwest Gateway project and in April, 2007 for the Westside project. Since that time the only activity which has taken place for both of these projects has been their annexation into the City. These took place shortly after the original approvals.

FCB Homes has provided the City with the attached letters requesting that the Agreements be terminated. The letter explains the circumstances which have taken place that have led to this point. Clearly, the real estate market collapse is the primary cause. As noted by Mr. Doucette, the economics of 2006 are not the same as the realities today. Simply put, the projects cannot be built as originally contemplated under the terms and conditions of the Agreements.

**FISCAL IMPACT:** None.

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Konradt Bartlam  
City Manager

Attachments

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APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

April 28, 2011

Mr. Rad Bartlem  
City Manager  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

Re: Development Agreements – Westside and Southwest Gateway

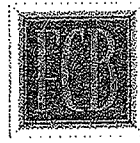
Dear Rad,

As a follow-up to our discussion regarding the above referenced Development Agreements, we respectfully request that the Agreements be terminated. We would be pleased to discuss this matter with you and your staff in more detail.

Please let me know how you'd like to proceed.

Sincerely,

Thomas P. Doucette



## FCB HOMES

May 16, 2012

Mr. Rad Bartlem  
City Manager  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

Re: Westside and Southwest Gateway Development Agreements –  
Request for Termination

Dear Rad,

Last April, 2011, I sent you a letter formally requesting termination of the Westside and Southwest Gateway Development Agreements (see attached). The letter followed nearly ten months of regular meetings with City Staff and their consultants working on Lodi's Impact Mitigation Fee Program (IMFP) update. We were convinced then that the Westside and Southwest Gateway properties should be included in the IMFP and the Development Agreements terminated. Now, over a year later, the IMFP update is nearly complete, and the Westside and Southwest Gateway properties are an integral part of the updated IMFP. Clearly, then, it is time to move forward to cancel the old Westside and Southwest Gateway Development Agreements and establish an economic framework for residential development to proceed within the current City limits.

At your request, I will outline below the main reasons we feel the Development Agreements should be cancelled.

1. The Development Agreements did not address the actual impacts resulting from new residential development.

When the Westside and Southwest Gateway projects were moving through the entitlement process, the City's existing impact fee program - originally adopted in 1991 - had not been updated for 15 years. While the fees had been periodically increased over time, many of the underlying assumptions about program funding had changed and it was those old fee programs that provided the basis for the Agreements. Furthermore, other fees were included in the Agreements, some of which bore little or no relationship to growth impacts from the Westside and Gateway projects.



10100 TRINITY PARKWAY, SUITE 420 STOCKTON, CALIFORNIA 95219  
209-957-8112 FAX 209-957-3618 WWW.FCBHOMES.COM



Now, nearly six years later, the City has the cumulative benefit of precise plans for the Westside and Southwest Gateway and a new General Plan. The City's Staff is also approaching the end of a two year comprehensive study of growth impacts via the IMFP which include the Westside and Southwest Gateway properties. Their work, along with the Council's ultimate approval, will result in an updated, tailored IMFP. The new IMFP will be a far better and more accurate way to mitigate impacts from both the Westside and Gateway projects in comparison to the mitigation sought by the Agreements.

2. The Development Agreements have a fifteen year term, were never implemented and cannot be completed before they expire.

The national, state and local housing markets were at historic levels when the Development Agreements were approved in 2006. The fifteen year term of the Agreements seemed reasonable at the time given the active market conditions. However, the market has since plummeted to historic lows. Furthermore, City Staff, consultants, and developers are not expecting new residential development to even begin for another two to three years. By that time, the Development Agreements will only have approximately seven years remaining before they expire. This is less than half the time that was deemed appropriate under the best of market conditions and will simply not be sufficient time to complete these projects. At a minimum, the Development Agreements need to be renegotiated to account for this fact alone. However, as noted, it would be more accurate and efficient to put the entire City under one (updated) IMFP. Having to renegotiate the Development Agreements, regularly monitor compliance, and account for all funds and programs separate from the IMFP would be time consuming and an unnecessary financial burden for everyone involved.

3. The Development Agreements required predetermined lump sum payments for certain fees that cannot be financed without a robust and consistent housing market.

Historically, the City's IMFP has been designed to be a "pay-as-you-go" system. This allowed the pace of development to mirror the acceleration or decline of the housing market. The proposed updated IMFP will likewise operate on a "pay-as-you-go" basis. This is a more sustainable way to manage growth, particularly in a community like Lodi - where the long term residential growth rate is relatively slow. Development in Westside and Southwest Gateway will likely occur in phases by multiple development interests. While this is consistent with how development in Lodi has occurred for many years, it makes the payment of large, lump sums on a predetermined schedule virtually impossible to finance.

Development Agreements with lump sum payments work best on large scale projects expected to be completed in a predictable fashion. They can even work effectively on small projects when the completion can be reasonably forecasted. However, in a community like Lodi, this structure will not work effectively on larger scale areas of development over longer (less economically predictable) periods of time.

### Summary

While the issues outlined above are not exhaustive, they highlight several important factors which underscore the need to terminate the Westside and Southwest Gateway Development Agreements. Alternatively, these Development Agreements could be renegotiated, but that should be weighed against the inclusion of these projects in the updated IMFP program.

The Agreements were executed during an unprecedented "Housing Bubble" fueled by the "Irrational Exuberance" of a dysfunctional financial system. These dynamics no longer exist and will not return in our lifetime. The housing market, as well as the overall economy, is struggling to find its footing following one of the worst recessions in history. Fortunately, the City has moved on and set a course to plan for sustainable future growth base on realistic assumptions.

The Westside and Southwest Gateway projects will be a major component of the City's planned growth plans for the next ten to fifteen years. With this in mind, it is our belief that it will be more efficient, balanced and productive to utilize the updated IMFP for the Westside and Southwest Gateway projects once it is adopted by the City Council.

Sincerely,

A handwritten signature in cursive script that reads "Tom Doucette". The signature is written in dark ink and is positioned below the word "Sincerely,".

Thomas P. Doucette  
President

**Comments by the public on non-agenda items**

**THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.**

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

**Comments by the City Council Members on non-agenda items**





## CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Public Hearing to Consider Resolution Adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2012/13, and Ordering the Levy and Collection of Assessments

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Public hearing to consider resolution adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2012/13, and ordering the levy and collection of assessments.

**BACKGROUND INFORMATION:** Over the past nine years, the City Council has formed a total of 16 zones of the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 (District). There were no annexations in this fiscal year. The scope of maintenance activities funded by the District includes 1) landscape and irrigation, 2) masonry block walls, 3) street parkway trees, and 4) public park areas. The activities and levy amount vary by zone, as described in the attached report, City of Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Annual Engineer's Report FY 2012/13.

The report describes the general nature, location and extent of the improvements to be maintained and an estimate of the costs of the maintenance, operations, and servicing for the improvements. The report includes a diagram for the District showing the area and properties proposed to be assessed; an assessment of the estimated costs of the maintenance, operations and servicing for the improvements; and the net levy upon all assessable lots and/or parcels within the District.

In 1993, San Joaquin County adopted the Teeter Plan that provided certainty to the City with respect to the amount and timeliness of assessment payments to the City. Recently, the County ended their participation in the Teeter Plan, thereby increasing financial exposure the District may carry if assessments are delinquent or not paid. To address this financial exposure, the District is applying an additional assessment of no more than \$5 per Dwelling Unit Equivalent (DUE) per month to those zones that have reserve balances that are less than the annual assessments. This affected three of the 16 zones within the District. The additional annual assessment per parcel attributable to the Teeter Plan coverage ranged from \$0 to \$60, with the average being \$22.

The total assessment for the District for FY 2012/13 is \$139,022.70. The assessments range from \$7.74 to \$372.74 per DUE. The assessments per DUE vary because the specific improvements maintained in each zone are different. The average assessment per DUE is \$159.57. Although each district varies in cost, the overall cost decreased 2 percent from last year's overall cost.

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

Public Hearing to Consider Resolution Adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2012/13, and Ordering the Levy and Collection of Assessments  
June 20, 2012  
Page 2

Notice of this public hearing was posted in the *Lodi News Sentinel*. Individual notification to the property owners is not required and, therefore, not sent.

The action requested of the City Council is to approve the final report and order the levy and collection of the assessments.

**FISCAL IMPACT:** Funding for preparation of the report is included in the assessments.

Total District assessment:	\$139,022.70
Assessment range per DUE:	\$7.74 to \$372.74
Average assessment per DUE:	\$159.57

**FUNDING AVAILABLE:** Not applicable.

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F. Wally Sandelin  
Public Works Director

Prepared by Chris Boyer, Assistant Engineer  
Attachment

cc: Interim Parks, Recreation and Cultural Services Director  
Deputy Public Works Director – Utilities  
NBS



**City of Lodi**

**Consolidated Landscape Maintenance District No. 2003-1**

**Fiscal Year 2012/13 Engineer's Report**

**June 2012**

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Temecula, CA 92592  
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**CITY OF LODI**  
**221 W. Pine Street**  
**Lodi, California 95240**  
**Phone - (209) 333-6800**  
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**CITY COUNCIL**

JoAnne Mounce, Mayor  
Alan Nakanishi, Mayor Pro Tempore  
Larry D. Hansen, Council Member  
Bob Johnson, Council Member  
Phil Katzakian, Council Member

**CITY STAFF**

Rad Bartlam, City Manager  
Jordan Ayers, Deputy City Manager  
Randi Johl, City Clerk  
D. Stephen Schwabauer, City Attorney  
Wally Sandelin, Public Works Director  
Chris Boyer, Assistant Engineer

**NBS**

Greg Davidson, Client Services Director  
David Schroeder, Project Manager  
Nick Dayhoff, Financial Analyst

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# 1. ENGINEER'S LETTER

**WHEREAS**, on May 16, 2012, the *City Council* ("Council") of the *City of Lodi* ("City"), pursuant to the *Landscaping and Lighting Act of 1972* ("Act"), adopted a resolution initiating proceedings for the levy and collection of assessments for the *Lodi Consolidated Landscape Maintenance District No. 2003-1* ("District"), Fiscal Year 2012/13;

**WHEREAS**, said resolution ordered NBS Government Finance Group, DBA NBS, to prepare and file a report, in accordance with §22567 of the Act, concerning the assessment of the estimated costs of operating, maintaining and servicing the improvements within the District for the fiscal year commencing July 1, 2012 and ending June 30, 2013.

**NOW THEREFORE**, the following assessments are made to finance the operation, maintenance, and servicing of the improvements within the District:

DESCRIPTION	AMOUNT
<b>Zone 1 - Total Assessment</b>	<b>\$17,588.32</b>
Dwelling Unit Equivalents	74
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$237.68</b>
<b>Zone 2 - Total Assessment</b>	<b>\$27,060.18</b>
Dwelling Unit Equivalents	133
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$203.46</b>
<b>Zone 3 - Total Assessment</b>	<b>\$6,968.52</b>
Dwelling Unit Equivalents	39
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$178.68</b>
<b>Zone 4 - Total Assessment</b>	<b>\$6,743.00</b>
Dwelling Unit Equivalents	34
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$198.33</b>
<b>Zone 5 - Total Assessment</b>	<b>\$46,334.94</b>
Dwelling Unit Equivalents	223
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$207.78</b>
<b>Zone 6 - Total Assessment</b>	<b>\$19,563.20</b>
Dwelling Unit Equivalents	80
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$244.54</b>
<b>Zone 7 - Total Assessment</b>	<b>\$671.00</b>
Dwelling Unit Equivalents	5
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$134.20</b>
<b>Zone 8 - Total Assessment</b>	<b>\$6,336.58</b>
Dwelling Unit Equivalents	17
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$372.74</b>

(Continued on next page)

DESCRIPTION	AMOUNT
<b>Zone 9 - Total Assessment</b>	<b>\$2,008.82</b>
Dwelling Unit Equivalents	11
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$182.62</b>
<b>Zone 10 - Total Assessment</b>	<b>\$906.36</b>
Dwelling Unit Equivalents	7
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$129.48</b>
<b>Zone 11 - Total Assessment</b>	<b>\$1,445.36</b>
Dwelling Unit Equivalents	7
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$206.48</b>
<b>Zone 12 - Total Assessment</b>	<b>\$1,567.84</b>
Dwelling Unit Equivalents	8
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$195.98</b>
<b>Zone 13 - Total Assessment</b>	<b>\$720.60</b>
Dwelling Unit Equivalents	93.104
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$7.74</b>
<b>Zone 14 - Total Assessment</b>	<b>\$420.24</b>
Dwelling Unit Equivalents	17
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$24.72</b>
<b>Zone 15 - Total Assessment</b>	<b>\$579.18</b>
Dwelling Unit Equivalents	36.268
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$15.97</b>
<b>Zone 16 - Total Assessment</b>	<b>\$105.96</b>
Dwelling Unit Equivalents	8.370
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$12.66</b>

I, the undersigned, respectfully submit this report and, to the best of my knowledge, information and belief, the assessments and assessment diagrams herein have been computed and prepared in accordance with the order of the Council.

**F. Wally Sandelin, P.E., Engineer of Work**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seal

## **2. OVERVIEW**

This report describes the District and details the assessments to be levied against the parcels therein for Fiscal Year 2012/13. Such assessments account for all estimated direct & incidental expenses, deficits/surpluses, revenues, and reserves associated with the operation, servicing and maintenance of the improvements.

The word “parcel,” for the purposes of this report, refers to an individual property that has been assigned an Assessor’s Parcel Number by the San Joaquin County Assessor. The San Joaquin County Auditor-Controller uses Assessor’s Parcel Numbers and specific Tax Codes to identify the parcels assessed on the County Tax Roll within special benefit districts.

### ***2.1 District Formation and Annexation History***

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The District is currently comprised of 16 distinct zones within the City. New zones may be annexed into the District if approved via property owner balloting proceedings.

#### **ZONES 1 AND 2**

A report was prepared in 2003 for Zones 1 and 2. Property owner balloting proceedings were conducted, effective for the Fiscal Year 2004/05 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

#### **ZONES 3 THROUGH 7**

In 2004, separate reports were prepared for Zones 3, 4, 5 & 6, and 7. Property owner balloting proceedings were conducted within Zones 3 and 4 for the Fiscal Year 2004/05 assessment and within Zones 5 through 7 for the Fiscal Year 2005/06 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

#### **ZONES 8 THROUGH 12**

A separate report was prepared in 2005 for Zones 8 through 12. Property owner balloting proceedings were conducted for the Fiscal Year 2005/06 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

#### **ZONE 13**

A separate engineer’s report was prepared in 2007 for Zone 13. Property owner balloting proceedings were conducted for the Fiscal Year 2007/08 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

#### **ZONES 14 THROUGH 16**

A separate engineer’s report was prepared in 2008 for Zones 14 through 16. Property owner balloting proceedings were conducted for the Fiscal Year 2008/09 assessment. Property owner approval was attained; the City will begin levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.



## **2.2    *Effect of Proposition 218***

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On November 5, 1996, California voters approved Proposition 218 (Government Code commencing with Section 53739) by a margin of 56.5% to 43.5%. The provisions of the Proposition, now a part of the California Constitution, add substantive and procedural requirements to assessments, which affect the City of Lodi landscape maintenance assessments.

The Act, Article XIID of the Constitution of the State of California and the Proposition 218 Omnibus Implementation Act are referred to collectively as the “Assessment Law”.

## **2.3    *Teeter Plan***

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In 1993, San Joaquin County adopted the Teeter Plan. The Teeter plan provides an option for local agencies and special districts to gain a steady, simple and timely source of income in what otherwise may be an uncertain environment for tax appropriations. Recently, the County ended their participation in the Teeter Plan thereby increasing the financial exposure the District may carry if assessments are delinquent or not paid.

To address the financial exposure resulting from the County opting out of the Teeter Plan, the District is applying an additional assessment of no more than \$5.00 per DUE per month to those zones that have reserve balances that are less than the annual assessment.

### **3. PLANS AND SPECIFICATIONS**

#### **ZONE 1 – ALMONDWOOD ESTATES**

Zone 1 is comprised of the Almondwood Estates subdivision; the facilities within Zone 1 that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping area along the east side of Stockton Street from the project's north boundary to Almond Drive, including the angled corner section at Elgin Avenue, approximately 1220 linear feet.
- B. A masonry wall and 13.5' wide landscaping area along the north side of Almond Drive from the project's east boundary westerly to Stockton Street, including the angled corner sections at Blackbird Place and Stockton Street, approximately 340 linear feet.
- C. Street parkway trees located within the public street within the Zone 1 boundary.
- D. Public park land area of 0.5661 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 1 consists of a 74-lot low density residential development located in the southeastern portion of the City.

Zone 1 includes 74 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 1 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by the Zone 1 shall be filed with the City and will be incorporated into this report by reference.

#### **ZONE 2 – CENTURY MEADOWS ONE, UNITS 2 & 3**

Zone 2 is comprised of Century Meadows One, Units 2 & 3 the facilities within Zone 2 that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping area along the north side of Harney Lane from the project's east boundary to the west boundary, including the 2 angled corner sections at Poppy Drive, approximately 1200 linear feet.
- B. Street parkway trees located within the public street within the Zone 2 boundary.
- C. Public park land area of 1.01745 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 2 consists of a 133-lot low density residential development located in the south-central portion of the City.

Zone 2 includes 133 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 2 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 2 shall be filed with the City and will be incorporated into this report by reference.

### **ZONE 3 – MILLSBRIDGE II**

Zone 3 is comprised of Millsbridge II; the facilities within Zone 3 that will be operated, serviced and maintained are generally described as follows:

- A. Street parkway trees located within the public street within the Zone 3 boundary.
- B. Public park land area of 0.30 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per one thousand persons served.

Zone 3 consists of a 39-lot residential development located in the southwestern portion of the City.

Zone 3 includes 39 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for the Zone 3 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 3 shall be filed with the City and will be incorporated into this report by reference.

### **ZONE 4 – ALMOND NORTH**

Zone 4 is comprised of the Almond North subdivision; the facilities within Zone 4 that will be operated, serviced and maintained are generally described as follows:

- A. Street parkway trees located within the public street within the Zone 4 boundary.
- B. Public park land area of 0.26 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per one thousand persons served.

Zone 4 consists of a 28-lot residential development, including 6 potential duplex lots and is located in the southeastern portion of the City.

Zone 4 includes a maximum of 34 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 4 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 4 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 5 – LEGACY ESTATES I & II AND KIRST ESTATES**

Zone 5 is comprised of Legacy Estates I, Legacy Estates II and Kirst Estates; the facilities within Legacy Estates I of Zone 5 that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane at the back of lots 10-24 of Legacy Estates I, approximately 950 linear feet.
- B. Street parkway trees located within the public street within the Zone 5 boundary.
- C. Public park land area of 0.589 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

The improvements within Legacy Estates II of Zone 5 that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the west side of Mills Avenue from the project's southern boundary on Mills Avenue to the intersection of Wyndham Way, approximately 590 linear feet.
- B. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane at the back of lots 69-77 of Legacy Estates II, approximately 525 linear feet.
- C. Street parkway trees located within the public street within the Zone 5 boundary.
- D. Public park land area of 1.07 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

The facilities within Kirst Estates of Zone 5 that will be operated, serviced and maintained are generally described as follows:

- A. Street parkway trees located within the public street within the Zone 5 boundary.
- B. Public park land area of 0.0459 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 5 consists of a 77-lot residential development (Legacy Estates I), a 140-lot residential development (Legacy Estates II) and a 6-lot residential development (Kirst Estates) located in the southwestern portion of the City. Each lot benefits equally from the facilities within Zone 5.

Zone 5 includes 223 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 5 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 5 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 6 – THE VILLAS**

Zone 6 is comprised of The Villas subdivision; the facilities within Zone 6 that will be operated serviced and maintained are generally described as follows:

- A. A masonry wall and 8.5' wide landscaping area along the east side of Panzani Way from the project's south boundary to the intersection of Porta Rosa Drive, approximately 120 linear feet.
- B. A masonry wall and 27.5 to 43.0-foot variable width landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane from Panzani Way to the frontage road, approximately 425 linear feet.
- C. A masonry wall and 15.0 to 44.0-foot variable width landscaping strip, divided by a 4-foot wide meandering sidewalk, along the west of the frontage road and the east side of San Martino Way from Harney Lane to the project's north boundary, approximately 700 linear feet.
- D. Ten 24-foot wide, common access driveways dispersed throughout the residential area, approximately 1200 linear feet.
- E. Parcel B, between lots 1 and 50, a variable width landscaping strip, approximately 250 linear feet.
- F. Street parkway trees located within the public street within the Zone 6 boundary.
- G. Public park land area of 0.748 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 6 consists of an 80-lot residential development located in the southeastern portion of the City.

Zone 6 includes 80 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 6 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 6 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 7 – WOODLAKE MEADOWS**

Zone 7 is comprised of Woodlake Meadows; the facilities within Zone 7 that will be operated, serviced and maintained are generally described as follows:

- A. Public park land area of 0.0468 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per one thousand persons served.

Zone 7 consists of a 5-lot residential development located in the northwestern portion of the City.

Zone 7 includes 5 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 7 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 7 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 8 – VINTAGE OAKS**

Zone 8 is comprised of the Vintage Oaks Subdivision and the adjacent parcel to the north (APN 058-230-05); the facilities within Zone 8 that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping strip, including a 4-foot wide sidewalk, extending north and south of the future Vintage Oaks Court along the east side of S. Lower Sacramento Road for a total distance of approximately 252 linear feet.
- B. A 9.5' wide landscaping strip in the east half of the Lower Sacramento Road median, west of the Zone 8 boundary.
- C. Street parkway trees located within the public street (Vintage Oaks Court) within the Zone 8 boundary.
- D. Public park land area of 0.13005 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 8 consists of a 17-lot low-density residential development (Vintage Oaks) and a 2-lot low-density residential development (APN 058-230-05) bounded by DeBenedetti Park (APN 058-230-05) to the North, the Sunnyside Estates development to the South, Ellerth E. Larson Elementary School to the East and Lower Sacramento Road to the West.

Zone 8 includes 17 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 8 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 8 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 9 – INTERLAKE SQUARE**

Zone 9 is comprised of the Interlake Square Subdivision; the facilities within Zone 9 that will be operated, serviced and maintained are generally described as follows:

- A. Street parkway trees located within the public rights-of-way of School Street and Park Street within the Zone 9 boundary.
- B. Public park land area of 0.08415 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 9 consists of an 11-lot low-density residential development (Interlake Square) located north of Park Street, generally south of Sierra Vista Place, east of South School Street and generally west of Sacramento Street.

Zone 9 includes 11 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 9 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 9 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 10 – LAKESHORE PROPERTIES**

Zone 10 is comprised of the Lakeshore Properties subdivision; the facilities within Zone 10 that will be operated, serviced and maintained are generally described as follows:

- A. Public park land area of 0.05355 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per one thousand persons served.

Zone 10 consists of a 7-lot low-density residential development (Lakeshore Properties) located on the southwest corner of the Lakeshore Drive/Tienda Drive intersection within the City.

Zone 10 includes 7 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 10 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 10 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 11 – TATE PROPERTY**

Zone 11 is comprised of the Tate Property development; the facilities within Zone 11 of the District that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane, immediately east of Legacy Way, approximately 140 linear feet.
- B. Street parkway trees located within the public street (Legacy Way) within the Zone 11 boundary.
- C. Public park land area of 0.05355 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 11 consists of a 1-lot low-density residential development located in the northeast corner of the Harney Lane/Legacy Way intersection within the City.

Zone 11 includes 7 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 11 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 11 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 12 – WINCHESTER WOODS**

Zone 12 is comprised of the Winchester Woods subdivision; the facilities within Zone 12 that will be operated, serviced and maintained are generally described as follows:

- A. Public park land area of 0.0748 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per one thousand persons served.

Zone 12 consists of an 8-lot medium-density residential development located generally south of Wimbledon Drive, east of The Oaks apartment complex (APN 060-220-29) and west of Winchester Drive in the southeasterly portion of the City.

Zone 12 includes 8 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 12 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 12 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 13 – GUILD AVENUE INDUSTRIAL**

Zone 13 is comprised of 8 industrial zoned parcels; the facilities within Zone 13 that will be operated, serviced and maintained are generally described as follows:

- A. A traffic signal at the intersection of Highway 12 (Victor Road) and Guild Avenue.
- B. A 15.0 foot irrigated, landscaped strip in a 16.0 foot median in Victor Road (Highway 12) south of the Zone 13 boundary, extending west from the current City limits for a distance of 700 feet.
- C. A 28.5 foot irrigated landscape strip on the north side of Victor Road (Highway 12), extending westerly from the current City limits to 231 feet west of the Guild Avenue intersection centerline and having a total length of 1,485 feet.
- D. Street sweeping along the north and south side of Victor Road (Highway 12) and along the median and curbing from 231 feet west of the Guild Avenue intersection centerline to the current City limits.

Zone 13 consists of 8 industrial parcels located on Guild Avenue, north of Lockeford Street. The benefit from facilities within Zone 13 for each lot has been determined based on an acreage basis.

Zone 13 includes 93.104 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 13 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 13 shall be filed with the City and will be incorporated into this report by reference.



#### **ZONE 14 – LUCA PLACE**

Zone 14 is comprised of the Luca Place subdivision; the facilities within Zone 14 that will be operated, serviced, maintained and improved are generally described as follows:

- A. A 6.5-foot irrigated landscape strip in the east half of the Westgate Drive median, west of the Zone 14 boundary.
- B. Street parkway trees located within the public street (Westgate Drive), within the Zone 14 boundary.
- C. Public park land area of 0.15895 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 14 consists of a 17-lot, medium-density, residential development (Luca Place) bounded by Vintner's Square shopping center to the north, east and south and Westgate Drive to the west. Each lot benefits equally from the facilities within Zone 14.

When subdivided, Zone 14 will include 17 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 14 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 14 shall be filed with the City and will be incorporated into this report by reference.

#### **ZONE 15 – GUILD AVENUE INDUSTRIAL**

Zone 15 is comprised of 4 industrial zoned parcels; the facilities within Zone 15 that will be operated, serviced, maintained and improved are generally described as follows:

- A. A traffic signal at the intersection of Highway 12 (Victor Road) and Guild Avenue.
- B. A 15.0 foot irrigated, landscaped strip in a 16.0 foot median in Victor Road (Highway 12) south of the Zone 15 boundary, extending west from the current City limits for a distance of 700 feet.
- C. A 28.5 foot irrigated landscape strip on the north side of Victor Road (Highway 12), extending westerly from the current City limits to 231 feet west of the Guild Avenue intersection centerline and having a total length of 1,485 feet.
- D. Street sweeping along the north and south side of Victor Road (Highway 12) and along the median and curbing from 231 feet west of the Guild Avenue intersection centerline to the current City limits.

Zone 15 consists of 4 industrial zoned parcels, 3 located on Guild Avenue, north of Lockeford Street and 1 located on Victor Road, east of Guild Avenue. The benefit from facilities within Zone 15 for each lot has been determined based on an acreage basis.

Zone 15 includes 36.268 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 15 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 15 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 16 – WEST KETTLEMAN LANE COMMERCIAL**

Zone 16 is comprised of 2 commercial office parcels; the facilities within Zone 16 that will be operated, serviced, maintained and improved are generally described as follows:

- A. A variable width (15 to 18 feet) irrigated, landscaped strip in the segmented median in W. Kettleman Lane (Highway 12) extending west from Ham Lane to Westgate Drive and having a total landscaped area of 36,505 square feet.
- B. A variable width (12 to 20 feet) irrigated landscape strip in the segmented median in Lower Sacramento Road extending south from the north boundary of parcel APN 027-410-06 (2429 W. Kettleman Lane) to the south boundary of APN 058-030-13 (1551 S. Lower Sacramento Road) and having a total landscaped area of 13,490 square feet.

Zone 16 consists of 2 commercial office parcels located on W. Kettleman Lane, west of Lakeshore Drive and east of Mills Avenue. The benefit from facilities within Zone 16 for each lot has been determined based on an acreage and land use basis.

Zone 16 includes 8.37 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 16 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 16 shall be filed with the City and will be incorporated into this report by reference.

## **4. METHOD OF APPORTIONMENT**

Pursuant to the Act, the net amounts to be assessed are apportioned by a formula or method that fairly distributes the net amount to be assessed among all parcels in proportion to benefits received from the improvements. The provisions of Article XIII C and XIII D of the California Constitution (Proposition 218) require the agency to separate the general benefit from special benefit, whereas only special benefits may be assessed.

### **IMPROVEMENT BENEFIT FINDINGS**

The assessments outlined in Section 5 of this report are proposed to cover the estimated costs of providing all necessary service, operation, administration, and maintenance for each zone within the District. It has been determined that each assessable parcel within the District receives proportional special benefits from the improvements. The improvements were constructed and installed for the benefit of the parcels within the District in connection with their development; each parcel's relatively similar proximity to the improvements necessitates similar proportionate benefit allocation. Each parcel that receives special benefit from the improvements is assessed.

### **SPECIAL BENEFITS**

The method of apportionment is based on the premise that each of the assessed parcels within the District receives special benefit from the improvements maintained and financed by District assessments. Specifically, the assessments associated with each zone are outlined in Section 5 of this report.

### **DESCRIPTION OF THE METHOD OF APPORTIONMENT**

The District provides operation, service, and maintenance to all the specific local improvements and associated appurtenances located within the public right-of-ways in each of the various zones throughout the District. The annual assessments are based on the historical and estimated cost to operate, to service and to maintain the improvements that provide a special benefit to parcels within the District. The various improvements within each zone are identified and budgeted separately, including all expenditures, deficits, surpluses, revenues and reserves.

The assessments outlined in this section represent the proportionate special benefit to each property within the District and the basis of calculating each parcel's proportionate share of the annual costs associated with the improvements. The costs associated with the maintenance and operation of special benefit improvements shall be collected through annual assessments from each parcel receiving such benefit. The funds collected shall be dispersed and used for only the services and operation provided to the District.

The basis of determining each parcel's special benefit utilizes a weighting formula commonly known as a Dwelling Unit Equivalent (DUE). The developed single-family residential parcel is used as the base-unit for the calculation of assessments and is defined as 1.00 DUE. All other property types are assigned a DUE that reflects their proportional special benefit from the improvements as compared to the single-family residential parcel (weighted comparison).

To determine the DUE for multi-family residential (3 or more units), industrial, commercial or office parcels, a Benefit Unit Factor (BUF) is assigned to each property type. The assigned BUF multiplied by the parcel's specific acreage determines the DUE.

The following table provides a listing of the various land use types and the corresponding BUF used to calculate a parcel's DUE and proportionate benefit:

PROPERTY TYPE	BENEFIT UNIT FACTOR
Single Family Residential	1.00 per Property
Multi-Family Residential (Duplex)	2.00 per Property
Multi-Family Residential (3 or more units)	5.00 per Acre
Commercial or Office	
For the First 7.5 Acres	5.00 per Acre
For the Next 7.5 Acres	2.50 per Acre
For All Acreage Over 15.0 Acres	1.25 per Acre
Industrial	4.00 per Acre
Exempt	Not Applicable
Other	Case-by-Case

**Exempt** – Certain parcels, because of use, size, shape, or state of development, may be assigned a zero DUE, which will consequently result in a zero assessment for those parcels for that fiscal year. All parcels having such a zero DUE for the previous fiscal year shall annually be reconsidered to determine if the reason for assigning the zero DUE is still valid for the next fiscal year. Parcels which may be expected to have a zero DUE assigned are typically parcels which are all, or nearly all, publicly landscaped, parcels in public ownership, parcels owned by a public utility company and/or used for public utilities, public parks, public schools, and remainder parcels too small or narrow for reasonable residential or commercial use, unless actually in use.

**Area Adjustments** – Parcels which have an assessment determined by area and which have a portion of the parcel occupied by public or public utility uses separate from the entitled use and located in easements, prior to the multiplication by the DUE, shall have the area of the parcel adjusted to a usable area to reflect the loss or partial loss of the entitled use in those areas. This reduction shall not apply for normal peripheral and interior lot line public utility easements generally existing over the whole subdivision.

As previously noted, the District is comprised of several distinct zones. These zones encompass specific developments where the parcels receive a direct and special benefit from the operation, service, and maintenance of the related improvements. The basis of benefit and proportionate assessment for all parcels within the District is established by each parcel's calculated DUE and their proportionate share of the improvement costs based on their proportionate DUE within the zone. The method used to calculate the assessment for each zone is as follows:

$$\text{Total Estimated Costs} / \text{Total DUE (Zone)} = \text{Assessment per DUE}$$

$$\text{Assessment per DUE} \times \text{Total DUE per Parcel} = \text{Assessment per Parcel}$$

## **ASSESSMENT RANGE FORMULA**

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218, legislative changes in the Article XIID of the Constitution of the State of California defined the definition of “new or increased assessment” to exclude certain conditions. These conditions included “any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed.” This definition and conditions were later confirmed through SB919 (Proposition 218 implementing legislation).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustments to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. As part of the District’s proposed assessment for Fiscal Year 2003/04, Fiscal Year 2004/05, Fiscal Year 2005/06, Fiscal Year 2007/08 and Fiscal Year 2008/09 balloting of property owners was required, pursuant to Proposition 218. The property owner ballots included an assessment to be approved, as well as the approval of an assessment range formula. Property owners within the District approved the proposed assessment and the assessment range formula.

The assessment range formula shall be applied to all future assessments within the District. Generally, if the proposed annual assessment for the current fiscal year is less than or equal to the maximum assessment (or adjusted maximum assessment), then the proposed annual assessment is not considered an increased assessment. The maximum assessment is equal to the initial Assessment approved by property owners adjusted annually by the following criteria:

1. Beginning in the second fiscal year, and each fiscal year thereafter, the maximum assessment will be recalculated annually.
2. The new adjusted maximum assessment for the year represents the prior year’s maximum assessment adjusted by the greater of:
  - (a) 5%, or
  - (b) The annual increase in the CPI.

Each year the annual increase in the CPI shall be computed. For Fiscal Year 2012/13, the increase in CPI is the percentage difference between the CPI of December 2011 and the CPI for the previous December, as provided and established by the Bureau of Labor Statistics (FY 2012/13 CPI increase is 2.93%). This percentage difference shall then establish the allowed increase based on CPI. The index used shall be all urban consumers for the San Francisco-Oakland-San Jose area. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the Council for determining fluctuations in the cost of living.

If CPI is less than 5%, then the allowable adjustment to the maximum assessment is 5%. If CPI is greater than 5%, then the allowable adjustment to the maximum assessment is based on CPI. The maximum assessment is adjusted annually and is calculated independent of the District’s annual budget and proposed annual assessment. Any proposed annual assessment (rate per DUE) less than or equal to this maximum assessment is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

The following table illustrates how the assessment range formula shall be applied:

<b>Example</b>	<b>CPI % Increase</b>	<b>5.00% Increase</b>	<b>Max % Increase Without Re-Balloting</b>	<b>Prior Year Max Rate Per DUE</b>	<b>Increase Per DUE</b>	<b>New Max Rate Per DUE</b>
1	5.25%	5.00%	5.25%	\$403.00	\$21.16	\$424.16
2	3.44%	5.00%	5.00%	\$403.00	\$20.15	\$423.15

For example, if the percentage change in CPI is greater than 5%, as in Example 1, then the percentage adjustment to the maximum assessment will be by CPI. If the percentage change in CPI is less than 5%, as in Example 2, then the percentage adjustment to the maximum assessment will be 5%.

As previously illustrated, the maximum assessment will be recalculated and adjusted annually. However, the Council may reduce or freeze the maximum assessment at any time by amending the annual engineer's report.

Although the maximum assessment will normally increase each year, the actual District assessments may remain virtually unchanged. The maximum assessment adjustment is designed to establish a reasonable limit on District assessments. The maximum assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjustment maximum amount. If the budget and assessments for the fiscal year do not require an increase, or the increase is less than the adjusted maximum assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted maximum assessment then the assessment is considered an increased assessment. In order to impose an increased assessment, the Council must comply with the provisions of Proposition 218 (Article XIID Section 4c of the California Constitution). Proposition 218 requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners, through the balloting process, must approve the proposed assessment increase. If the proposed assessment is approved, then a new maximum assessment is established for the District. If the proposed assessment is not approved, the Council may not levy an assessment greater than the adjusted maximum assessment previously established for the District.

## 5. ESTIMATE OF COSTS

### 5.1 Definitions

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Definitions of maintenance items, words and phrases are shown below:

**Fiscal Year** – One year period of time beginning July 1 of a given year and ending June 30 of the following year.

**Landscape Maintenance Labor** – The estimated labor costs of maintaining and servicing the trees, shrubs, turf and ground cover areas within the District.

**Maintenance Materials & Supplies** – The estimated cost of materials necessary for maintaining, cleaning and servicing the landscaped areas and parklands within the District.

**Irrigation Water** – The cost of water used for irrigating the landscaping improvements of the District.

**Utilities** – The cost of electricity used for irrigation within the District.

**Equipment Maintenance & Operation** – The cost of materials and labor necessary for maintaining, repairing, and operating equipment (includes vehicles, benches, playground equipment, graffiti and litter removal, etc.) used for all aspects of maintenance in the District.

**Maintenance Personnel** – The estimated cost for personnel to perform maintenance duties within the District.

**Contract Maintenance** – The estimated cost of performing contracted maintenance within the District.

**Consultant** – Costs associated with outside consultant fees in order to comply with Assessment Law and placement of assessment onto the San Joaquin County Tax Roll each year.

**County Administration** – Costs of the County of San Joaquin related to the placement of assessments on the tax roll each year.

**Insurance** – The estimated costs to provide insurance for District personnel and staff.

**Contingencies** – An amount of 50% of the maintenance costs may be included to build a Reserve and Contingency Fund. The Act allows the assessments to "...include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10<sup>th</sup> of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later."

**Total Dwelling Unit Equivalents** – Dwelling Unit Equivalent (DUE) is a numeric value calculated for each parcel based on the parcel's land use. The DUE shown in the District/Zone budget represents the sum total of all parcels' DUE that receive benefit from the improvements. Refer to Section 4 for a more complete description of DUE.

**Assessment per DUE** – This amount represents the rate being applied to each parcel's individual DUE. The Assessment per Dwelling Unit Equivalent is the result of dividing the total Balance to Levy, by the sum of the District DUEs, for the Fiscal Year. This amount is always rounded down to the nearest even penny for tax bill purposes.

## 5.2 Zone-Specific Budgets and Reserve Information

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### **ZONE 1 – ALMONDWOOD ESTATES**

#### *Fiscal Year 2012/13 Budget*

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$5,514.90
Masonry Block Walls	500.00
Street Trees	1,314.59
Park Maintenance	6,430.43
<b>Total Operation Costs</b>	<b>\$13,759.92</b>
<b>Administration Costs</b>	
Consultant	\$2,166.26
Publication	141.39
City Administration Fee	1,325.83
County Administration Fee	194.95
Teeter Buy Out	0.00
<b>Total Administration Costs</b>	<b>\$3,828.43</b>
<b>Total Estimated Costs</b>	<b>\$17,588.35</b>
Contribution to Reserves	0.00
Rounding Adjustment	(0.03)
<b>Total Assessment</b>	<b>\$17,588.32</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$44,060.68</i>

#### *Capital Project Reserve Information*

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2012	\$3,600.00
Contribution to Landscape Reserve	0.00
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$3,600.00</b>
Wall Reserve – June 30, 2012	\$16,500.00
Contribution to Wall Reserve	0.00
<b>Estimated Wall Reserve – June 30, 2013</b>	<b>\$16,500.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$20,100.00</b>



## **ZONE 2 – CENTURY MEADOWS ONE, UNIT 2 & 3**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$5,666.39
Masonry Block Walls	500.00
Street Trees	3,422.47
Park Maintenance	11,557.40
<b>Total Operation Costs</b>	<b>\$21,146.26</b>
<b>Administration Costs</b>	
Consultant	\$3,329.11
Publication	254.12
City Administration Fee	2,037.54
County Administration Fee	292.52
Teeter Buy Out	0.00
<b>Total Administration Costs</b>	<b>\$5,913.29</b>
<b>Total Estimated Costs</b>	<b>\$27,059.55</b>
Contribution to Reserves	0.00
Rounding Adjustment	0.63
<b>Total Assessment</b>	<b>\$27,060.18</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$59,932.98</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$3,500.00
Contribution to Landscape Reserve	0.00
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$3,500.00</b>
Wall Reserve – June 30, 2012	\$20,000.00
Contribution to Wall Reserve	0.00
<b>Estimated Wall Reserve – June 30, 2013</b>	<b>\$20,000.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$23,500.00</b>

### **ZONE 3 – MILLSBRIDGE II**

#### ***Fiscal Year 2012/13 Budget***

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$460.30
Street Trees	713.96
Park Maintenance	<u>3,389.01</u>
<b>Total Operation Costs</b>	<b>\$4,563.27</b>
<b>Administration Costs</b>	
Consultant	\$718.41
Publication	74.52
City Administration Fee	439.69
County Administration Fee	62.05
Teeter Buy Out	<u>610.50</u>
<b>Total Administration Costs</b>	<b>\$1,905.17</b>
<b>Total Estimated Costs</b>	<b>\$6,468.44</b>
Contribution to Reserves	500.00
Rounding Adjustment	<u>0.08</u>
<b>Total Assessment</b>	<b>\$6,968.52</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$18,134.29</i>

#### ***Capital Project Reserve Information***

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2012	\$3,000.00
Contribution to Landscape Reserve	<u>500.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$3,500.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$3,500.00</b>

## **ZONE 4 – ALMOND NORTH**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$1,308.25
Street Trees	475.97
Park Maintenance	<u>2,954.52</u>
<b>Total Operation Costs</b>	<b>\$4,738.74</b>
<b>Administration Costs</b>	
Consultant	\$746.03
Publication	64.96
City Administration Fee	456.60
County Administration Fee	64.34
Teeter Buy Out	<u>172.50</u>
<b>Total Administration Costs</b>	<b>\$1,504.43</b>
<b>Total Estimated Costs</b>	<b>\$6,243.17</b>
Contribution to Reserves	500.00
Rounding Adjustment	<u>(0.17)</u>
<b>Total Assessment</b>	<b>\$6,743.00</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$16,225.42</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$2,500.00
Contribution to Landscape Reserve	<u>500.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$3,000.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$3,000.00</b>

## **ZONE 5 – LEGACY ESTATES I & II AND KIRST ESTATES**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$9,235.79
Masonry Block Walls	500.00
Street Trees	4,555.73
Park Maintenance	<u>19,378.19</u>
<b>Total Operation Costs</b>	<b>\$33,669.71</b>
<b>Administration Costs</b>	
Consultant	\$5,300.72
Publication	426.08
City Administration Fee	3,244.23
County Administration Fee	430.88
Teeter Buy Out	<u>2,265.50</u>
<b>Total Administration Costs</b>	<b>\$11,667.41</b>
<b>Total Estimated Costs</b>	<b>\$45,337.12</b>
Contribution to Reserves	1,000.00
Rounding Adjustment	<u>(2.18)</u>
<b>Total Assessment</b>	<b>\$46,334.94</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$75,778.69</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$4,200.00
Contribution to Landscape Reserve	<u>500.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$4,700.00</b>
Wall Reserve – June 30, 2012	\$8,000.00
Contribution to Wall Reserve	<u>500.00</u>
<b>Estimated Wall Reserve – June 30, 2013</b>	<b>\$8,500.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$13,200.00</b>

## **ZONE 6 – THE VILLAS**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$6,643.04
Masonry Block Walls	800.00
Street Trees	906.61
Park Maintenance	<u>6,951.82</u>
<b>Total Operation Costs</b>	<b>\$15,301.47</b>
<b>Administration Costs</b>	
Consultant	\$2,408.95
Publication	152.85
City Administration Fee	1,474.37
County Administration Fee	226.08
Teeter Buy Out	0.00
<b>Total Administration Costs</b>	<b>\$4,262.25</b>
<b>Total Estimated Costs</b>	<b>\$19,563.72</b>
Contribution to Reserves	0.00
Rounding Adjustment	<u>(0.52)</u>
<b>Total Assessment</b>	<b>\$19,563.20</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$61,934.93</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$5,800.00
Contribution to Landscape Reserve	<u>0.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$5,800.00</b>
Wall Reserve – June 30, 2012	\$18,100.00
Contribution to Wall Reserve	<u>0.00</u>
<b>Estimated Wall Reserve – June 30, 2013</b>	<b>\$18,100.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$23,900.00</b>

## **ZONE 7 – WOODLAKE MEADOWS**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$43.45
Park Maintenance	434.49
<b>Total Operation Costs</b>	<b>\$ 477.94</b>
<b>Administration Costs</b>	
Consultant	\$75.24
Publication	9.55
City Administration Fee	46.05
County Administration Fee	5.98
Teeter Buy Out	56.25
<b>Total Administration Costs</b>	<b>\$ 193.07</b>
<b>Total Estimated Costs</b>	<b>\$ 671.01</b>
Contribution to Reserves	0.00
Rounding Adjustment	(0.01)
<b>Total Assessment</b>	<b>\$671.00</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$1,278.00</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$0.00
Contribution to Landscape Reserve	0.00
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$0.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$0.00</b>

## **ZONE 8 – VINTAGE OAKS**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$2,949.39
Masonry Block Walls	300.00
Street Trees	260.65
Park Maintenance	1,477.26
<b>Total Operation Costs</b>	<b>\$4,987.30</b>
<b>Administration Costs</b>	
Consultant	\$785.17
Publication	32.48
City Administration Fee	480.55
County Administration Fee	51.00
Teeter Buy Out	0.00
<b>Total Administration Costs</b>	<b>\$1,349.20</b>
<b>Total Estimated Costs</b>	<b>\$6,336.50</b>
Contribution to Reserves	0.00
Rounding Adjustment	0.08
<b>Total Assessment</b>	<b>\$6,336.58</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$9,493.24</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$2,456.89
Contribution to Landscape Reserve	0.00
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$2,456.89</b>
Wall Reserve – June 30, 2012	\$2,135.00
Contribution to Wall Reserve	0.00
<b>Estimated Wall Reserve – June 30, 2013</b>	<b>\$2,135.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$4,591.89</b>

## **ZONE 9 – INTERLAKE SQUARE**

### ***Fiscal Year 2012/13 Budget***

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$108.05
Street Trees	124.66
Park Maintenance	<u>955.88</u>
<b>Total Operation Costs</b>	<b>\$1,188.59</b>
<b>Administration Costs</b>	
Consultant	\$187.12
Publication	21.02
City Administration Fee	114.53
County Administration Fee	14.80
Teeter Buy Out	<u>482.75</u>
<b>Total Administration Costs</b>	<b>\$820.22</b>
<b>Total Estimated Costs</b>	<b>\$2,008.81</b>
Contribution to Reserves	0.00
Rounding Adjustment	<u>0.01</u>
<b>Total Assessment</b>	<b>\$2,008.82</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$2,924.09</i>

### ***Capital Project Reserve Information***

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2012	\$0.00
Contribution to Landscape Reserve	<u>0.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$0.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$0.00</b>



## **ZONE 10 – LAKESHORE PROPERTIES**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$60.83
Park Maintenance	608.28
<b>Total Operation Costs</b>	<b>\$669.11</b>
<b>Administration Costs</b>	
Consultant	\$105.34
Publication	13.37
City Administration Fee	64.47
County Administration Fee	8.35
Teeter Buy Out	45.75
<b>Total Administration Costs</b>	<b>\$237.28</b>
<b>Total Estimated Costs</b>	<b>\$906.39</b>
Contribution to Reserves	0.00
Rounding Adjustment	(0.03)
<b>Total Assessment</b>	<b>\$906.36</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$1,562.55</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$0.00
Contribution to Landscape Reserve	0.00
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$0.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$0.00</b>

## **ZONE 11 – TATE PROPERTY**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$374.77
Masonry Block Walls	100.00
Street Trees	56.66
Park Maintenance	<u>608.28</u>
<b>Total Operation Costs</b>	<b>\$1,139.71</b>
<b>Administration Costs</b>	
Consultant	\$179.43
Publication	13.37
City Administration Fee	109.82
County Administration Fee	3.00
Teeter Buy Out	<u>0.00</u>
<b>Total Administration Costs</b>	<b>\$305.62</b>
<b>Total Estimated Costs</b>	<b>\$1,445.33</b>
Contribution to Reserves	0.00
Rounding Adjustment	<u>0.03</u>
<b>Total Assessment</b>	<b>\$1,445.36</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$2,322.39</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$39.00
Contribution to Landscape Reserve	<u>0.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$39.00</b>
Wall Reserve – June 30, 2012	\$98.00
Contribution to Wall Reserve	<u>0.00</u>
<b>Estimated Wall Reserve – June 30, 2013</b>	<b>\$98.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$137.00</b>

## **ZONE 12 – WINCHESTER WOODS**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$84.97
Park Maintenance	<u>849.67</u>
<b>Total Operation Costs</b>	<b>\$934.64</b>
<b>Administration Costs</b>	
Consultant	\$147.14
Publication	15.29
City Administration Fee	90.06
County Administration Fee	11.61
Teeter Buy Out	<u>369.17</u>
<b>Total Administration Costs</b>	<b>\$633.27</b>
<b>Total Estimated Costs</b>	<b>\$1,567.91</b>
Contribution to Reserves	0.00
Rounding Adjustment	<u>(0.08)</u>
<b>Total Assessment</b>	<b>\$1,567.84</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$1,567.91</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$0.00
Contribution to Landscape Reserve	<u>0.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$0.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$0.00</b>

## **ZONE 13 – GUILD AVENUE INDUSTRIAL**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$408.95
Street Sweeping	17.98
<b>Total Operation Costs</b>	<b>\$426.93</b>
<b>Administration Costs</b>	
Consultant	\$67.21
Publication	177.89
City Administration Fee	41.14
County Administration Fee	7.75
Teeter Buy Out	0.00
<b>Total Administration Costs</b>	<b>\$293.99</b>
<b>Total Estimated Costs</b>	<b>\$720.92</b>
Contribution to Reserves	0.00
Rounding Adjustment	(0.32)
<b>Total Assessment</b>	<b>\$720.60</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$11,622.89</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$248.00
Contribution to Landscape Reserve	0.00
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$248.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$248.00</b>

## **ZONE 14 – LUCA PLACE**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$306.90
<b>Total Operation Costs</b>	<b>\$306.90</b>
<b>Administration Costs</b>	
Consultant	\$48.32
Publication	32.48
City Administration Fee	29.57
County Administration Fee	3.00
Teeter Buy Out	0.00
<b>Total Administration Costs</b>	<b>\$113.37</b>
<b>Total Estimated Costs</b>	<b>\$420.27</b>
Contribution to Reserves	0.00
Rounding Adjustment	(0.03)
<b>Total Assessment</b>	<b>\$420.24</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$6,073.88</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$2,000.00
Contribution to Landscape Reserve	0.00
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$2,000.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$2,000.00</b>

## **ZONE 15 – GUILD AVENUE INDUSTRIAL**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$394.90
Street Sweeping	<u>7.00</u>
<b>Total Operation Costs</b>	<b>\$401.90</b>
<b>Administration Costs</b>	
Consultant	\$63.27
Publication	69.30
City Administration Fee	38.73
County Administration Fee	5.99
Teeter Buy Out	<u>0.00</u>
<b>Total Administration Costs</b>	<b>\$177.29</b>
<b>Total Estimated Costs</b>	<b>\$579.19</b>
Contribution to Reserves	0.00
Rounding Adjustment	<u>(0.01)</u>
<b>Total Assessment</b>	<b>\$579.18</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$4,520.56</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$75.84
Contribution to Landscape Reserve	<u>0.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$75.84</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$75.84</b>

## **ZONE 16 – WEST KETTLEMAN LANE COMMERCIAL**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$70.88
<b>Total Operation Costs</b>	<b>\$70.88</b>
<b>Administration Costs</b>	
Consultant	\$11.16
Publication	15.99
City Administration Fee	6.83
County Administration Fee	1.13
Teeter Buy Out	<u>0.00</u>
<b>Total Administration Costs</b>	<b>\$35.11</b>
<b>Total Estimated Costs</b>	<b>\$105.99</b>
Contribution to Reserves	0.00
Rounding Adjustment	<u>(0.03)</u>
<b>Total Assessment</b>	<b>\$105.96</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$378.65</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$24.57
Contribution to Landscape Reserve	<u>0.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$24.57</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$24.57</b>

## **6. *ASSESSMENT DIAGRAMS***

Assessment Diagrams have been submitted to the City Clerk in the format required under the provisions of the Act and are made part of this report.



## ***7. FISCAL YEAR 2012/13 ASSESSMENT ROLL***

The assessment roll for each zone is shown on the following pages. The description of each lot or parcel as part of the records of the County Assessor of the County of San Joaquin are, by reference, made part of this Report.

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 1 - ALMONDWOOD ESTATES**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2011/12 MAX RATE</b>	<b>2011/12 ASMT</b>	<b>2012/13 MAX RATE</b>	<b>2012/13 ACT RATE</b>	<b>2012/13 ASMT</b>
1	062-610-010-000	SFR	n/a	1.00	\$567.06	\$263.44	\$595.41	\$237.68	<b>\$237.68</b>
2	062-610-020-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
3	062-610-030-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
4	062-610-040-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
5	062-610-050-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
6	062-610-060-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
7	062-610-070-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
8	062-610-080-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
9	062-610-090-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
10	062-610-100-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
11	062-610-110-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
12	062-610-120-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
13	062-610-130-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
14	062-610-140-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
15	062-610-150-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
16	062-610-160-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
17	062-610-170-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
18	062-610-180-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
19	062-610-190-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
20	062-610-200-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
21	062-610-210-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
22	062-610-220-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
23	062-610-230-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
24	062-610-240-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
25	062-610-250-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
26	062-610-260-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
27	062-610-270-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
28	062-610-280-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
29	062-610-290-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
30	062-610-300-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
31	062-610-310-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
32	062-610-320-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
33	062-610-330-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
34	062-610-340-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
35	062-610-350-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
36	062-610-360-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
37	062-610-370-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
38	062-610-380-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
39	062-610-390-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
40	062-610-400-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
41	062-620-010-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
42	062-620-020-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
43	062-620-030-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
44	062-620-040-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
45	062-620-050-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
46	062-620-060-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
47	062-620-070-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
48	062-620-080-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
49	062-620-090-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>
50	062-620-100-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	<b>237.68</b>

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 1 - ALMONDWOOD ESTATES**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

NO.	ASSESSOR'S PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2011/12 MAX RATE	2011/12 ASMT	2012/13 MAX RATE	2012/13 ACT RATE	2012/13 ASMT
51	062-620-110-000	SFR	n/a	1.00	\$567.06	\$263.44	\$595.41	\$237.68	\$237.68
52	062-620-120-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
53	062-620-130-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
54	062-620-140-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
55	062-620-150-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
56	062-620-160-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
57	062-620-170-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
58	062-620-180-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
59	062-620-190-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
60	062-620-200-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
61	062-620-210-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
62	062-620-220-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
63	062-620-230-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
64	062-620-240-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
65	062-620-250-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
66	062-620-260-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
67	062-620-270-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
68	062-620-280-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
69	062-620-290-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
70	062-620-300-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
71	062-620-310-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
72	062-620-320-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
73	062-620-330-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
74	062-620-340-000	SFR	n/a	1.00	567.06	263.44	595.41	237.68	237.68
				74.00	\$19,494.56		\$17,588.32		

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 2 - CENTURY MEADOWS ONE**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2011/12 MAX RATE</b>	<b>2011/12 ASMT</b>	<b>2012/13 MAX RATE</b>	<b>2012/13 ACT RATE</b>	<b>2012/13 ASMT</b>
1	058-520-010-000	SFR	n/a	1.00	\$429.16	\$219.94	\$450.62	\$203.46	<b>\$203.46</b>
2	058-520-020-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
3	058-520-030-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
4	058-520-040-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
5	058-520-050-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
6	058-520-060-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
7	058-520-070-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
8	058-520-080-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
9	058-520-090-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
10	058-520-100-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
11	058-520-110-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
12	058-520-120-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
13	058-520-130-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
14	058-520-140-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
15	058-520-150-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
16	058-520-160-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
17	058-520-170-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
18	058-520-180-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
19	058-520-190-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
20	058-520-200-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
21	058-520-210-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
22	058-520-220-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
23	058-520-230-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
24	058-520-240-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
25	058-520-250-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
26	058-520-260-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
27	058-520-270-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
28	058-520-280-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
29	058-520-290-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
30	058-520-300-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
31	058-520-310-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
32	058-520-320-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
33	058-520-330-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
34	058-520-340-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
35	058-520-350-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
36	058-520-360-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
37	058-520-370-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
38	058-520-380-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
39	058-520-390-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
40	058-520-400-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
41	058-520-410-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
42	058-520-420-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
43	058-520-430-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
44	058-520-440-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
45	058-520-450-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
46	058-520-460-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
47	058-520-470-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
48	058-520-480-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
49	058-520-490-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
50	058-520-500-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 2 - CENTURY MEADOWS ONE**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2011/12 MAX RATE</b>	<b>2011/12 ASMT</b>	<b>2012/13 MAX RATE</b>	<b>2012/13 ACT RATE</b>	<b>2012/13 ASMT</b>
51	058-520-510-000	SFR	n/a	1.00	\$429.16	\$219.94	\$450.62	\$203.46	<b>\$203.46</b>
52	058-520-520-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
53	058-520-530-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
54	058-520-540-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
55	058-520-550-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
56	058-520-560-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
57	058-520-570-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
58	058-520-590-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
59	058-520-600-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
60	058-520-610-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
61	058-520-620-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
62	058-520-630-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
63	058-520-640-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
64	058-520-650-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
65	058-580-010-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
66	058-580-020-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
67	058-580-030-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
68	058-580-040-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
69	058-580-050-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
70	058-580-060-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
71	058-580-070-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
72	058-580-080-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
73	058-580-090-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
74	058-580-100-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
75	058-580-110-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
76	058-580-120-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
77	058-580-130-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
78	058-580-140-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
79	058-580-150-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
80	058-580-160-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
81	058-580-170-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
82	058-580-180-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
83	058-580-190-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
84	058-580-200-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
85	058-580-210-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
86	058-580-220-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
87	058-580-230-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
88	058-580-240-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
89	058-580-250-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
90	058-580-260-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
91	058-580-270-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
92	058-580-280-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
93	058-580-290-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
94	058-580-300-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
95	058-580-310-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
96	058-580-320-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
97	058-580-330-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
98	058-580-340-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
99	058-580-350-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>
100	058-580-360-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	<b>203.46</b>

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 2 - CENTURY MEADOWS ONE**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

ASSESSOR'S NO.	PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2011/12 MAX RATE	2011/12 ASMT	2012/13 MAX RATE	2012/13 ACT RATE	2012/13 ASMT
101	058-580-370-000	SFR	n/a	1.00	\$429.16	\$219.94	\$450.62	\$203.46	\$203.46
102	058-580-380-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
103	058-580-390-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
104	058-580-400-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
105	058-580-410-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
106	058-580-420-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
107	058-580-430-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
108	058-580-440-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
109	058-580-450-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
110	058-580-460-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
111	058-580-470-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
112	058-580-480-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
113	058-580-490-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
114	058-580-500-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
115	058-580-510-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
116	058-580-520-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
117	058-580-530-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
118	058-580-540-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
119	058-580-550-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
120	058-580-560-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
121	058-580-570-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
122	058-580-580-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
123	058-580-590-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
124	058-580-600-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
125	058-580-610-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
126	058-580-620-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
127	058-580-630-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
128	058-580-640-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
129	058-580-650-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
130	058-580-660-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
131	058-580-670-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
132	058-580-680-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
133	058-580-690-000	SFR	n/a	1.00	429.16	219.94	450.62	203.46	203.46
				133.00	\$29,252.02		\$27,060.18		

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 3 - MILLSBRIDGE II**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2011/12 MAX RATE</b>	<b>2011/12 ASMT</b>	<b>2012/13 MAX RATE</b>	<b>2012/13 ACT RATE</b>	<b>2012/13 ASMT</b>
1	031-040-140-000	SFR	n/a	1.00	\$442.83	\$159.10	\$464.98	\$178.68	<b>\$178.68</b>
2	031-040-150-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
3	031-040-380-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
4	031-040-440-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
5	031-040-450-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
6	031-040-460-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
7	031-040-470-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
8	031-040-480-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
9	031-040-490-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
10	031-290-010-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
11	031-290-020-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
12	031-290-030-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
13	031-290-040-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
14	031-290-050-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
15	031-290-060-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
16	031-290-070-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
17	031-290-080-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
18	031-290-090-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
19	031-290-100-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
20	031-290-110-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
21	031-290-120-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
22	031-290-130-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
23	031-290-140-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
24	031-290-150-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
25	031-290-160-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
26	031-290-170-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
27	031-290-180-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
28	031-290-190-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
29	031-290-200-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
30	031-290-210-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
31	031-290-220-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
32	031-290-230-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
33	031-290-240-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
34	031-290-250-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
35	031-290-260-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
36	031-290-270-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
37	031-290-280-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
38	031-290-290-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
39	031-290-300-000	SFR	n/a	1.00	442.83	159.10	464.98	178.68	<b>178.68</b>
<b>39.00</b>					<b>\$6,204.90</b>		<b>\$6,968.52</b>		

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 4 - ALMOND NORTH**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2011/12 MAX RATE</b>	<b>2011/12 ASMT</b>	<b>2012/13 MAX RATE</b>	<b>2012/13 ACT RATE</b>	<b>2012/13 ASMT</b>
1	062-630-010-000	SFR	n/a	1.00	\$454.49	\$189.22	\$477.21	\$198.33	<b>\$198.32</b>
2	062-630-020-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
3	062-630-030-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
4	062-630-040-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
5	062-630-050-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
6	062-630-060-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
7	062-630-070-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
8	062-630-080-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
9	062-630-090-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
10	062-630-100-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
11	062-630-110-000	DUPL	n/a	2.00	454.49	378.46	477.21	198.33	<b>396.66</b>
12	062-630-120-000	DUPL	n/a	2.00	454.49	378.46	477.21	198.33	<b>396.66</b>
13	062-630130-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
14	062-630-140-000	DUPL	n/a	2.00	454.49	378.46	477.21	198.33	<b>396.66</b>
15	062-630-150-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
16	062-630-160-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
17	062-630-170-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
18	062-630-180-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
19	062-630-190-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
20	062-630-200-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
21	062-630-210-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
22	062-630-220-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
23	062-630-230-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
24	062-630-240-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
25	062-630-250-000	DUPL	n/a	2.00	454.49	378.46	477.21	198.33	<b>396.66</b>
26	062-630-260-000	DUPL	n/a	2.00	454.49	378.46	477.21	198.33	<b>396.66</b>
27	062-630-270-000	SFR	n/a	1.00	454.49	189.22	477.21	198.33	<b>198.32</b>
28	062-630-280-000	DUPL	n/a	2.00	454.49	378.46	477.21	198.33	<b>396.66</b>
				<b>34.00</b>		<b>\$6,433.60</b>			<b>\$6,743.00</b>

\* Dwelling Unit Equivalents



**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 5 - LEGACY I, LEGACY II AND KIRST ESTATES**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2011/12 MAX RATE</b>	<b>2011/12 ASMT</b>	<b>2012/13 MAX RATE</b>	<b>2012/13 ACT RATE</b>	<b>2012/13 ASMT</b>
1	058-540-010-000	SFR	n/a	1.00	\$323.63	\$193.22	\$339.81	\$207.79	<b>\$207.78</b>
2	058-540-020-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
3	058-540-030-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
4	058-540-040-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
5	058-540-050-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
6	058-540-060-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
7	058-540-070-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
8	058-540-080-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
9	058-540-090-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
10	058-540-100-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
11	058-540-110-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
12	058-540-120-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
13	058-540-130-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
14	058-540-140-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
15	058-540-150-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
16	058-540-160-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
17	058-540-170-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
18	058-540-180-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
19	058-540-190-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
20	058-540-200-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
21	058-540-210-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
22	058-540-220-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
23	058-540-230-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
24	058-540-240-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
25	058-540-250-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
26	058-540-260-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
27	058-540-270-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
28	058-540-280-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
29	058-540-290-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
30	058-540-300-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
31	058-540-310-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
32	058-540-320-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
33	058-540-330-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
34	058-540-340-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
35	058-540-350-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
36	058-540-360-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
37	058-540-370-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
38	058-540-380-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
39	058-540-390-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
40	058-540-400-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
41	058-540-410-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
42	058-540-420-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
43	058-540-430-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
44	058-540-440-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
45	058-540-450-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
46	058-540-460-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
47	058-540-470-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
48	058-540-480-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
49	058-540-490-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
50	058-540-500-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 5 - LEGACY I, LEGACY II AND KIRST ESTATES**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2011/12 MAX RATE</b>	<b>2011/12 ASMT</b>	<b>2012/13 MAX RATE</b>	<b>2012/13 ACT RATE</b>	<b>2012/13 ASMT</b>
51	058-540-510-000	SFR	n/a	1.00	\$323.63	\$193.22	\$339.81	\$207.79	<b>\$207.78</b>
52	058-540-520-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
53	058-540-530-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
54	058-540-540-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
55	058-540-550-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
56	058-540-560-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
57	058-540-570-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
58	058-540-580-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
59	058-540-590-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
60	058-540-600-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
61	058-540-610-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
62	058-540-620-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
63	058-540-630-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
64	058-540-640-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
65	058-540-650-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
66	058-540-660-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
67	058-540-670-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
68	058-540-680-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
69	058-540-690-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
70	058-540-700-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
71	058-540-710-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
72	058-540-720-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
73	058-540-730-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
74	058-540-740-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
75	058-540-750-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
76	058-540-760-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
77	058-540-770-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
78	058-560-010-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
79	058-560-020-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
80	058-560-030-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
81	058-560-040-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
82	058-560-050-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
83	058-560-060-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
84	058-560-070-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
85	058-560-080-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
86	058-560-090-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
87	058-560-100-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
88	058-560-110-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
89	058-560-120-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
90	058-560-130-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
91	058-560-140-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
92	585-600-150-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
93	058-560-160-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
94	058-560-170-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
95	058-560-180-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
96	058-560-190-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
97	058-560-200-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
98	058-560-210-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
99	058-560-220-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
100	058-560-230-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 5 - LEGACY I, LEGACY II AND KIRST ESTATES**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2011/12 MAX RATE</b>	<b>2011/12 ASMT</b>	<b>2012/13 MAX RATE</b>	<b>2012/13 ACT RATE</b>	<b>2012/13 ASMT</b>
101	058-560-240-000	SFR	n/a	1.00	\$323.63	\$193.22	\$339.81	\$207.79	<b>\$207.78</b>
102	058-560-250-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
103	058-560-260-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
104	058-560-270-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
105	058-560-280-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
106	058-560-290-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
107	058-560-300-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
108	058-560-310-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
109	058-560-320-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
110	058-560-330-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
111	058-560-340-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
112	058-560-350-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
113	058-560-360-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
114	058-560-370-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
115	058-560-380-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
116	585-600-390-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
117	058-560-400-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
118	058-560-410-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
119	058-560-420-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
120	058-560-430-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
121	058-560-440-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
122	058-560-450-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
123	058-560-460-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
124	058-560-470-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
125	058-560-480-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
126	058-560-490-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
127	058-560-500-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
128	058-560-510-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
129	058-560-520-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
130	058-560-530-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
131	058-560-540-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
132	058-560-550-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
133	058-560-560-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
134	058-560-570-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
135	058-560-580-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
136	058-560-590-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
137	058-560-600-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
138	058-560-610-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
139	058-560-620-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
140	058-560-630-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
141	058-560-640-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
142	058-560-650-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
143	058-560-660-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
144	058-560-670-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
145	058-560-680-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
146	058-560-690-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
147	058-560-700-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
148	058-560-710-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
149	058-560-720-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
150	058-560-730-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 5 - LEGACY I, LEGACY II AND KIRST ESTATES**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2011/12 MAX RATE</b>	<b>2011/12 ASMT</b>	<b>2012/13 MAX RATE</b>	<b>2012/13 ACT RATE</b>	<b>2012/13 ASMT</b>
151	058-560-740-000	SFR	n/a	1.00	\$323.63	\$193.22	\$339.81	\$207.79	<b>\$207.78</b>
152	058-560-750-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
153	058-570-010-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
154	058-570-020-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
155	058-570-030-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
156	058-570-040-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
157	058-570-050-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
158	058-570-060-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
159	058-570-070-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
160	058-570-080-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
161	058-570-090-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
162	058-570-100-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
163	058-570-110-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
164	058-570-120-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
165	058-570-130-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
166	058-570-140-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
167	058-570-150-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
168	058-570-160-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
169	058-570-170-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
170	058-570-180-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
171	058-570-190-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
172	058-570-200-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
173	058-570-210-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
174	058-570-220-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
175	005-857-023-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
176	058-570-240-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
177	058-570-250-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
178	058-570-260-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
179	058-570-270-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
180	058-570-280-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
181	058-570-290-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
182	058-570-300-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
183	058-570-310-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
184	058-570-320-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
185	058-570-330-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
186	058-570-340-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
187	058-570-350-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
188	058-570-360-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
189	058-570-370-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
190	058-570-380-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
191	058-570-390-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
192	058-570-400-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
193	058-570-410-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
194	058-570-420-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
195	058-570-430-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
196	058-570-440-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
197	058-570-450-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
198	058-570-460-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
199	058-570-470-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
200	058-570-480-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 5 - LEGACY I, LEGACY II AND KIRST ESTATES**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2011/12 MAX RATE</b>	<b>2011/12 ASMT</b>	<b>2012/13 MAX RATE</b>	<b>2012/13 ACT RATE</b>	<b>2012/13 ASMT</b>
201	058-570-490-000	SFR	n/a	1.00	\$323.63	\$193.22	\$339.81	\$207.79	<b>\$207.78</b>
202	058-570-500-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
203	058-570-510-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
204	058-570-520-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
205	058-570-530-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
206	058-570-540-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
207	058-570-550-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
208	058-570-560-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
209	058-570-570-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
210	058-570-580-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
211	058-570-590-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
212	058-570-600-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
213	058-570-610-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
214	058-570-620-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
215	058-570-630-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
216	058-570-640-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
217	058-570-650-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
218	058-600-010-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
219	058-600-020-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
220	058-600-030-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
221	058-600-040-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
222	058-600-050-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
223	058-600-060-000	SFR	n/a	1.00	323.63	193.22	339.81	207.79	<b>207.78</b>
<b>223.00</b>					<b>\$43,088.06</b>		<b>\$46,334.94</b>		

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 6 - THE VILLAS**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2011/12 MAX RATE</b>	<b>2011/12 ASMT</b>	<b>2012/13 MAX RATE</b>	<b>2012/13 ACT RATE</b>	<b>2012/13 ASMT</b>
1	062-640-010-000	SFR	n/a	1.00	\$737.32	\$282.60	\$774.18	\$244.55	<b>\$244.54</b>
2	062-640-020-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
3	062-640-030-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
4	062-640-040-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
5	062-640-050-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
6	062-640-060-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
7	062-640-070-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
8	062-640-080-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
9	062-640-090-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
10	062-640-100-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
11	062-640-110-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
12	062-640-120-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
13	062-640-130-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
14	062-640-140-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
15	062-640-150-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
16	062-640-160-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
17	062-640-170-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
18	062-640-180-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
19	062-640-190-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
20	062-640-200-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
21	062-640-210-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
22	062-640-220-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
23	062-640-230-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
24	062-640-240-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
25	062-640-250-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
26	062-640-260-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
27	062-640-270-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
28	062-640-280-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
29	062-640-290-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
30	062-640-300-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
31	062-640-310-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
32	062-640-320-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
33	062-640-330-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
34	062-650-010-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
35	062-650-020-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
36	062-650-030-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
37	062-650-040-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
38	062-650-050-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
39	062-650-060-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
40	062-650-070-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
41	062-650-080-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
42	062-650-090-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
43	062-650-100-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
44	062-650-110-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
45	062-650-120-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
46	062-650-130-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
47	062-650-140-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
48	062-650-150-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
49	062-650-160-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>
50	062-650-170-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	<b>244.54</b>

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 6 - THE VILLAS**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

ASSESSOR'S NO.	PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2011/12 MAX RATE	2011/12 ASMT	2012/13 MAX RATE	2012/13 ACT RATE	2012/13 ASMT
51	062-650-180-000	SFR	n/a	1.00	\$737.32	\$282.60	\$774.18	\$244.55	\$244.54
52	062-650-190-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
53	062-650-200-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
54	062-650-210-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
55	062-650-220-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
56	062-650-230-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
57	062-650-240-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
58	062-650-250-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
59	062-650-260-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
60	062-650-270-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
61	062-650-280-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
62	062-650-290-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
63	062-650-300-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
64	062-650-310-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
65	062-650-320-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
66	062-650-330-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
67	062-650-340-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
68	062-650-350-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
69	062-650-360-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
70	062-650-370-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
71	062-650-380-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
72	062-650-390-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
73	062-650-400-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
74	062-650-410-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
75	062-650-420-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
76	062-650-430-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
77	062-650-440-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
78	062-650-450-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
79	062-650-460-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
80	062-650-470-000	SFR	n/a	1.00	737.32	282.60	774.18	244.55	244.54
				80.00	\$22,608.00		\$19,563.20		

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 7 - WOODLAKE MEADOW**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

ASSESSOR'S NO.	PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2011/12 MAX RATE	2011/12 ASMT	2012/13 MAX RATE	2012/13 ACT RATE	2012/13 ASMT
1	015-600-010-000	SFR	n/a	1.00	\$243.42	\$119.52	\$255.59	\$134.20	<b>\$134.20</b>
2	015-600-020-000	SFR	n/a	1.00	243.42	119.52	255.59	134.20	<b>134.20</b>
3	015-600-030-000	SFR	n/a	1.00	243.42	119.52	255.59	134.20	<b>134.20</b>
4	015-600-040-000	SFR	n/a	1.00	243.42	119.52	255.59	134.20	<b>134.20</b>
5	015-600-050-000	SFR	n/a	1.00	243.42	119.52	255.59	134.20	<b>134.20</b>
				<b>5.00</b>	<b>\$597.60</b>		<b>\$671.00</b>		



**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 8 - VINTAGE OAKS**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

ASSESSOR'S NO.	PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2011/12 MAX RATE	2011/12 ASMT	2012/13 MAX RATE	2012/13 ACT RATE	2012/13 ASMT
1	058-640-010-000	SFR	n/a	1.00	\$531.83	\$404.38	\$558.42	\$372.74	\$372.74
2	058-640-020-000	SFR	n/a	1.00	531.83	404.38	558.42	372.74	372.74
3	058-640-030-000	SFR	n/a	1.00	531.83	404.38	558.42	372.74	372.74
4	058-640-040-000	SFR	n/a	1.00	531.83	404.38	558.42	372.74	372.74
5	058-640-050-000	SFR	n/a	1.00	531.83	404.38	558.42	372.74	372.74
6	058-640-060-000	SFR	n/a	1.00	531.83	404.38	558.42	372.74	372.74
7	058-640-070-000	SFR	n/a	1.00	531.83	404.38	558.42	372.74	372.74
8	058-640-080-000	SFR	n/a	1.00	531.83	404.38	558.42	372.74	372.74
9	058-640-090-000	SFR	n/a	1.00	531.83	404.38	558.42	372.74	372.74
10	058-640-100-000	SFR	n/a	1.00	531.83	404.38	558.42	372.74	372.74
11	058-640-110-000	SFR	n/a	1.00	531.83	404.38	558.42	372.74	372.74
12	058-640-120-000	SFR	n/a	1.00	531.83	404.38	558.42	372.74	372.74
13	058-640-130-000	SFR	n/a	1.00	531.83	404.38	558.42	372.74	372.74
14	058-640-140-000	SFR	n/a	1.00	531.83	404.38	558.42	372.74	372.74
15	058-640-150-000	SFR	n/a	1.00	531.83	404.38	558.42	372.74	372.74
16	058-640-160-000	VAC-RES	n/a	1.00	531.83	404.38	558.42	372.74	372.74
17	058-640-170-000	SFR	n/a	1.00	531.83	404.38	558.42	372.74	372.74
17.00					\$6,874.46		\$6,336.58		

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 9 - INTERLAKE SQUARE**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2011/12 MAX RATE</b>	<b>2011/12 ASMT</b>	<b>2012/13 MAX RATE</b>	<b>2012/13 ACT RATE</b>	<b>2012/13 ASMT</b>
1	045-340-010-000	SFR	n/a	1.00	\$253.16	\$134.58	\$265.82	\$182.62	<b>\$182.62</b>
2	045-340-020-000	SFR	n/a	1.00	253.16	134.58	265.82	182.62	<b>182.62</b>
3	045-340-030-000	SFR	n/a	1.00	253.16	134.58	265.82	182.62	<b>182.62</b>
4	045-340-040-000	SFR	n/a	1.00	253.16	134.58	265.82	182.62	<b>182.62</b>
5	045-340-050-000	SFR	n/a	1.00	253.16	134.58	265.82	182.62	<b>182.62</b>
6	045-340-060-000	SFR	n/a	1.00	253.16	134.58	265.82	182.62	<b>182.62</b>
7	045-340-070-000	SFR	n/a	1.00	253.16	134.58	265.82	182.62	<b>182.62</b>
8	045-340-080-000	SFR	n/a	1.00	253.16	134.58	265.82	182.62	<b>182.62</b>
9	045-340-090-000	SFR	n/a	1.00	253.16	134.58	265.82	182.62	<b>182.62</b>
10	045-340-100-000	SFR	n/a	1.00	253.16	134.58	265.82	182.62	<b>182.62</b>
11	045-340-110-000	SFR	n/a	1.00	253.16	134.58	265.82	182.62	<b>182.62</b>
				<b>11.00</b>			<b>\$1,480.38</b>		
									<b>\$2,008.82</b>

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 10 - LAKESHORE PROPERTIES**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

ASSESSOR'S NO.	PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2011/12 MAX RATE	2011/12 ASMT	2012/13 MAX RATE	2012/13 ACT RATE	2012/13 ASMT
1	031-330-010-000	SFR	n/a	1.00	\$212.59	\$119.28	\$223.22	\$129.49	\$129.48
2	031-330-020-000	SFR	n/a	1.00	212.59	119.28	223.22	129.49	129.48
3	031-330-030-000	SFR	n/a	1.00	212.59	119.28	223.22	129.49	129.48
4	031-330-040-000	SFR	n/a	1.00	212.59	119.28	223.22	129.49	129.48
5	031-330-050-000	SFR	n/a	1.00	212.59	119.28	223.22	129.49	129.48
6	031-330-060-000	SFR	n/a	1.00	212.59	119.28	223.22	129.49	129.48
7	031-330-070-000	SFR	n/a	1.00	212.59	119.28	223.22	129.49	129.48
				7.00	\$834.96		\$906.36		

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 11 - TATE PROPERTY**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

<b>ASSESSOR'S NO.</b>	<b>PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2011/12 MAX RATE</b>	<b>2011/12 ASMT</b>	<b>2012/13 MAX RATE</b>	<b>2012/13 ACT RATE</b>	<b>2012/13 ASMT</b>
1	058-230-140-000	SFR	n/a	7.00	\$315.97	\$1,416.72	\$331.76	\$206.48	<b>\$1,445.36</b>
				<b>7.00</b>	<b>\$1,416.72</b>		<b>\$1,445.36</b>		

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 12 - WINCHESTER WOODS**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2011/12 MAX RATE</b>	<b>2011/12 ASMT</b>	<b>2012/13 MAX RATE</b>	<b>2012/13 ACT RATE</b>	<b>2012/13 ASMT</b>
1	060-220-300-000	SFR	n/a	1.00	\$186.65	\$145.12	\$195.98	\$195.98	<b>\$195.98</b>
2	060-220-310-000	SFR	n/a	1.00	186.65	145.12	195.98	195.98	<b>195.98</b>
3	060-220-320-000	SFR	n/a	1.00	186.65	145.12	195.98	195.98	<b>195.98</b>
4	060-220-330-000	SFR	n/a	1.00	186.65	145.12	195.98	195.98	<b>195.98</b>
5	060-220-340-000	SFR	n/a	1.00	186.65	145.12	195.98	195.98	<b>195.98</b>
6	060-220-350-000	SFR	n/a	1.00	186.65	145.12	195.98	195.98	<b>195.98</b>
7	060-220-360-000	SFR	n/a	1.00	186.65	145.12	195.98	195.98	<b>195.98</b>
8	060-220-370-000	SFR	n/a	1.00	186.65	145.12	195.98	195.98	<b>195.98</b>
				<b>8.00</b>			<b>\$1,160.96</b>		
									<b>\$1,567.84</b>

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 13 - GUILD AVENUE INDUSTRIAL**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2011/12 MAX RATE</b>	<b>2011/12 ASMT</b>	<b>2012/13 MAX RATE</b>	<b>2012/13 ACT RATE</b>	<b>2012/13 ASMT</b>
1	049-340-120-000	IND	4.690	18.760	\$118.89	\$156.08	\$124.83	\$7.74	<b>\$145.20</b>
2	049-340-150-000	IND	0.610	2.440	118.89	20.30	124.83	7.74	<b>18.88</b>
3	049-340-160-000	IND	0.569	2.276	118.89	18.94	124.83	7.74	<b>17.62</b>
4	049-340-170-000	IND	0.569	2.276	118.89	18.94	124.83	7.74	<b>17.62</b>
5	049-340-180-000	IND	0.460	1.840	118.89	15.30	124.83	7.74	<b>14.24</b>
6	049-340-190-000	IND	0.569	2.276	118.89	18.94	124.83	7.74	<b>17.62</b>
7	049-340-200-000	IND	1.919	7.676	118.89	63.86	124.83	7.74	<b>59.40</b>
8	049-340-360-000	IND	13.890	55.560	118.89	462.26	124.83	7.74	<b>430.02</b>
				<b>93.104</b>			<b>\$774.62</b>		
									<b>\$720.60</b>

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 14 - LUCA PLACE**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

ASSESSOR'S NO.	PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2011/12 MAX RATE	2011/12 ASMT	2012/13 MAX RATE	2012/13 ACT RATE	2012/13 ASMT
1	027-420-090-000	SFR	n/a	17.00	\$340.27	\$981.92	\$357.28	\$24.72	\$420.24
				17.00		\$981.92			\$420.24

\* Dwelling Unit Equivalents

**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 15 - GUILD AVENUE INDUSTRIAL**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

ASSESSOR'S NO.	PARCEL NUMBER	LAND USE	TOTAL ACRES	TOTAL DUE*	2011/12 MAX RATE	2011/12 ASMT	2012/13 MAX RATE	2012/13 ACT RATE	2012/13 ASMT
1	049-330-100-000	IND	0.555	2.220	\$118.70	\$36.64	\$124.64	\$15.97	\$35.44
2	049-330-110-000	IND	2.500	10.000	118.70	165.10	124.64	15.97	159.70
3	049-330-230-000	IND	5.180	20.720	118.70	342.08	124.64	15.97	330.90
4	049-340-380-000	IND	0.832	3.328	118.70	54.94	124.64	15.97	53.14
				36.268	\$598.76		\$579.18		



**LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**  
**ZONE 16 - WEST KETTLEMAN LANE COMMERCIAL**  
**FISCAL YEAR 2012/13**  
**ASSESSMENT ROLL**

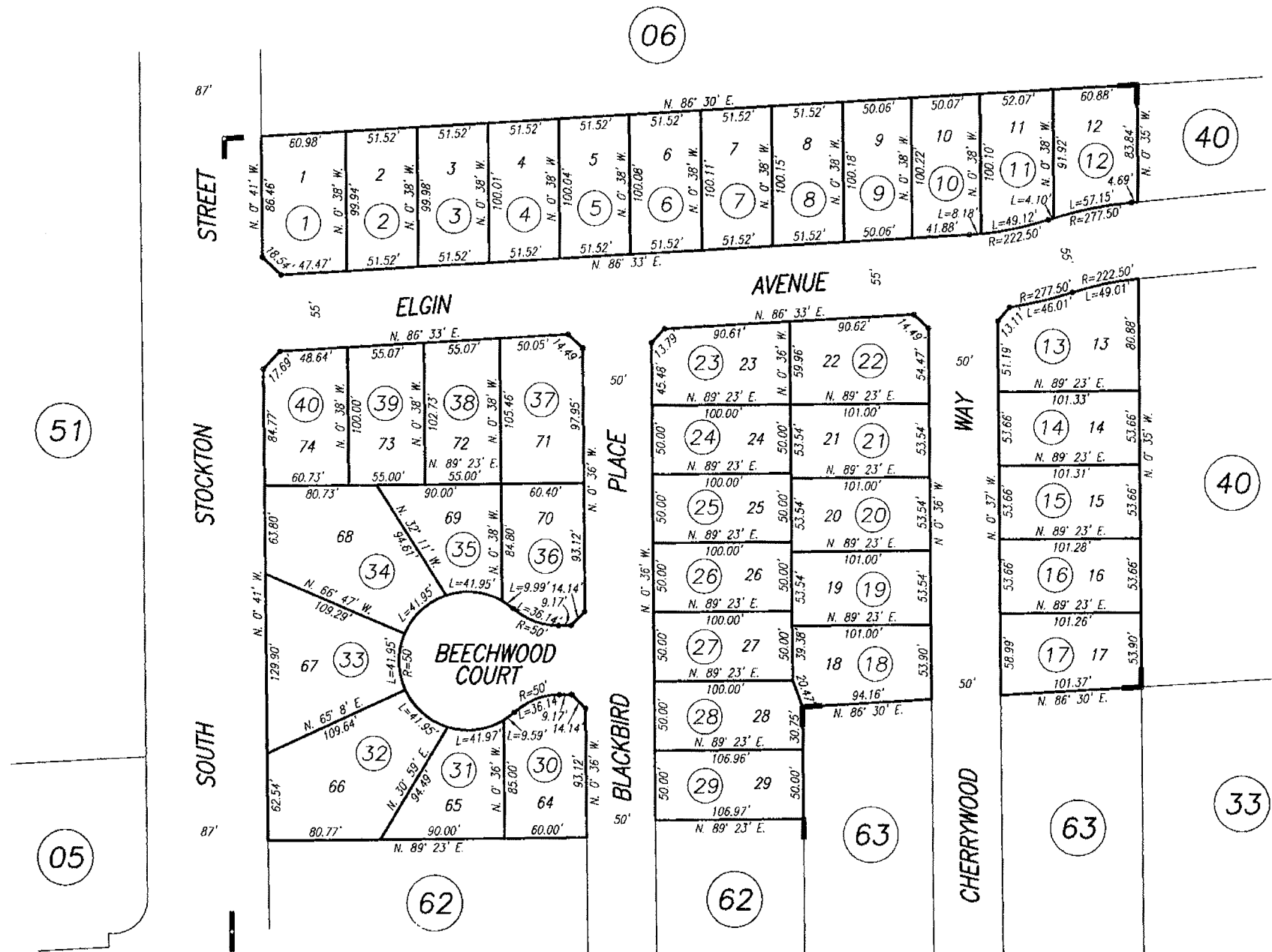
<b>NO.</b>	<b>ASSESSOR'S PARCEL NUMBER</b>	<b>LAND USE</b>	<b>TOTAL ACRES</b>	<b>TOTAL DUE*</b>	<b>2011/12 MAX RATE</b>	<b>2011/12 ASMT</b>	<b>2012/13 MAX RATE</b>	<b>2012/13 ACT RATE</b>	<b>2012/13 ASMT</b>
1	031-330-100-000	COM	0.580	2.910	\$43.08	\$39.20	\$45.23	\$12.66	<b>\$36.84</b>
2	058-160-860-000	COM	1.092	5.460	43.08	73.54	45.23	12.66	<b>69.12</b>
				<b>8.370</b>			<b>\$112.74</b>		
									<b>\$105.96</b>

\* Dwelling Unit Equivalents



Zone 1

062-61

[illegible]

CITY OF LODI  
Assessor's Map Bk.062 Pg.61  
County of San Joaquin, Calif.

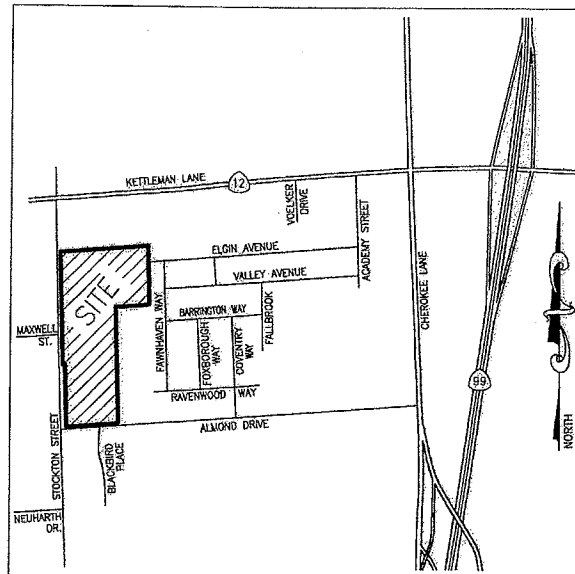
04-05

38-58

TRACT NO. 3273  
SUBDIVISIONS OF SAN JOAQUIN COUNTY  
ALMONDWOOD ESTATES  
BEING LOT 15 AND A PORTION OF LOT 14, AS SHOWN ON  
MAP OF A.J. LARSON'S SUBDIVISION OF THE NORTHEAST  
QUARTER OF SECTION 13 IN TOWNSHIP 3 NORTH, RANGE 6  
EAST, M.D.B. & M., FILED FOR RECORD NOVEMBER 7, 1890  
IN BOOK 2 OF MAPS AND PLATS, PAGE 4,  
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

DAVID EVANS AND ASSOCIATES, INC.  
SALIDA, CALIFORNIA

DECEMBER, 2002 SHEET 1 OF 4



VICINITY MAP  
NO SCALE

COUNTY SURVEYOR'S STATEMENT:

I, THOMAS R. FLINN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3273, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ALMONDWOOD ESTATES", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 5<sup>TH</sup> DAY OF SEPTEMBER, 2003.

FOR Thomas R. Flinn  
THOMAS R. FLINN, R.C.E. 23341  
COUNTY SURVEYOR OF SAN JOAQUIN COUNTY, CALIFORNIA  
REGISTRATION EXPIRATION DATE: 12-31-05

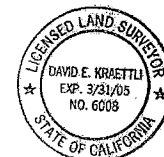


SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ALLEN H. LIU ON MARCH 1, 2002. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID SUBDIVISION IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LODI, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

DATED THIS 4<sup>TH</sup> DAY OF September, 2003.

David E. Kraettli  
DAVID E. KRAETTLI, L.S. 6008  
LICENSE EXPIRATION DATE: 3-31-05



RECORDER'S STATEMENT:

FILED THIS 18 DAY OF September, 2003 AT 2:22 P. M. IN

BOOK 38 OF MAPS AND PLATS, AT PAGE 58, AT THE REQUEST OF DAVID EVANS AND ASSOCIATES, INC.

FEE: \$ 116.00

Gary W. Freeman BY Christina Molero  
GARY W. FREEMAN, R.C.E. 28183  
ASSASSOR-RECORDER-COUNTY CLERK  
OF SAN JOAQUIN COUNTY, CALIFORNIA



OWNER'S STATEMENT:

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3273, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ALMONDWOOD ESTATES", CITY OF LODI, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE ALL PUBLIC UTILITY EASEMENTS, ALL STREET RIGHTS-OF-WAY, THE VARIABLE-WIDTH WIDENINGS OF RIGHT-OF-WAY ALONG STOCKTON STREET AND ALMOND DRIVE AND RELINQUISH TO THE CITY OF LODI ALL ACCESS RIGHTS OF LOTS 1, 45 THRU 47, 52 THRU 54, 59 THRU 61, 66 THRU 88 AND 74 TO AND FROM STOCKTON STREET AND LOTS 43 THRU 45 TO AND FROM ALMOND DRIVE ALL AS SHOWN ON THIS FINAL MAP.

KB HOMES NORTH BAY, INC., A CALIFORNIA CORPORATION

John Barnhart 9-3-03  
JOHN BARNHART, VICE-PRESIDENT OF LAND DEVELOPMENT AND FORWARD PLANNING  
Michael J. Heim 9-3-03  
MICHAEL HEIM, VICE-PRESIDENT OF FINANCE

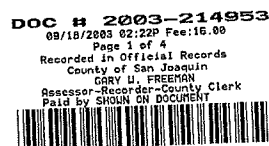
STATE OF CALIFORNIA  
COUNTY OF Saline

ON Sept 3, 2003 BEFORE ME, Diannal Stahl, NOTARY PUBLIC, PERSONALLY APPEARED John A. Barnhart and Michael J. Heim, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

Diannal Stahl  
NOTARY PUBLIC IN AND FOR THE  
ABOVE - MENTIONED STATE AND COUNTY

MY COMMISSION EXPIRES: 12-27-05  
Comm# 1336572



CITY CLERK'S STATEMENT:

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE 4 DAY OF June, 2003, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA APPROVED THIS FINAL MAP OF "TRACT NO. 3273, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ALMONDWOOD ESTATES", CITY OF LODI, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND ACCEPTED ON BEHALF OF THE CITY THE RELINQUISHMENT TO THE CITY OF LODI ALL ACCESS RIGHTS OF LOTS 1, 45 THRU 47, 52 THRU 54, 59 THRU 61, 66 THRU 68 AND 74 TO AND FROM STOCKTON STREET AND LOTS 43 THRU 45 TO AND FROM ALMOND DRIVE ALL AS SHOWN ON THIS FINAL MAP AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY AND THE VARIABLE-WIDTH WIDENINGS OF RIGHT-OF-WAY ALONG STOCKTON STREET AND ALMOND DRIVE SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON OF SAID STREET RIGHTS-OF-WAY IN ACCORDANCE WITH TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 17 DAY OF September, 2003.

Susan J. Blackston  
SUSAN J. BLACKSTON, CITY CLERK  
AND CLERK OF THE CITY COUNCIL  
OF THE CITY OF LODI, CALIFORNIA



PUBLIC WORKS DIRECTOR'S STATEMENT:

I, RICHARD C. PRIMA, JR., HEREBY STATE THAT I AM THE PUBLIC WORKS DIRECTOR OF THE CITY OF LODI, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3273, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ALMONDWOOD ESTATES", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 16<sup>TH</sup> DAY OF September, 2003.

Richard C. Prima, Jr.  
RICHARD C. PRIMA, JR., R.C.E. 28183  
PUBLIC WORKS DIRECTOR  
REGISTRATION EXPIRATION DATE: 03-31-06



38-58 002S001-1

38-58A

TRACT NO. 3273  
SUBDIVISIONS OF SAN JOAQUIN COUNTY  
**ALMONDWOOD ESTATES**  
BEING LOT 15 AND A PORTION OF LOT 14, AS SHOWN ON  
MAP OF A.J. LARSON'S SUBDIVISION OF THE NORTHEAST  
QUARTER OF SECTION 13 IN TOWNSHIP 3 NORTH, RANGE 6  
EAST, M.D.B. & M., FILED FOR RECORD NOVEMBER 7, 1890  
IN BOOK 2 OF MAPS AND PLATS, PAGE 4,  
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

DAVID EVANS AND ASSOCIATES, INC.  
SALIDA, CALIFORNIA

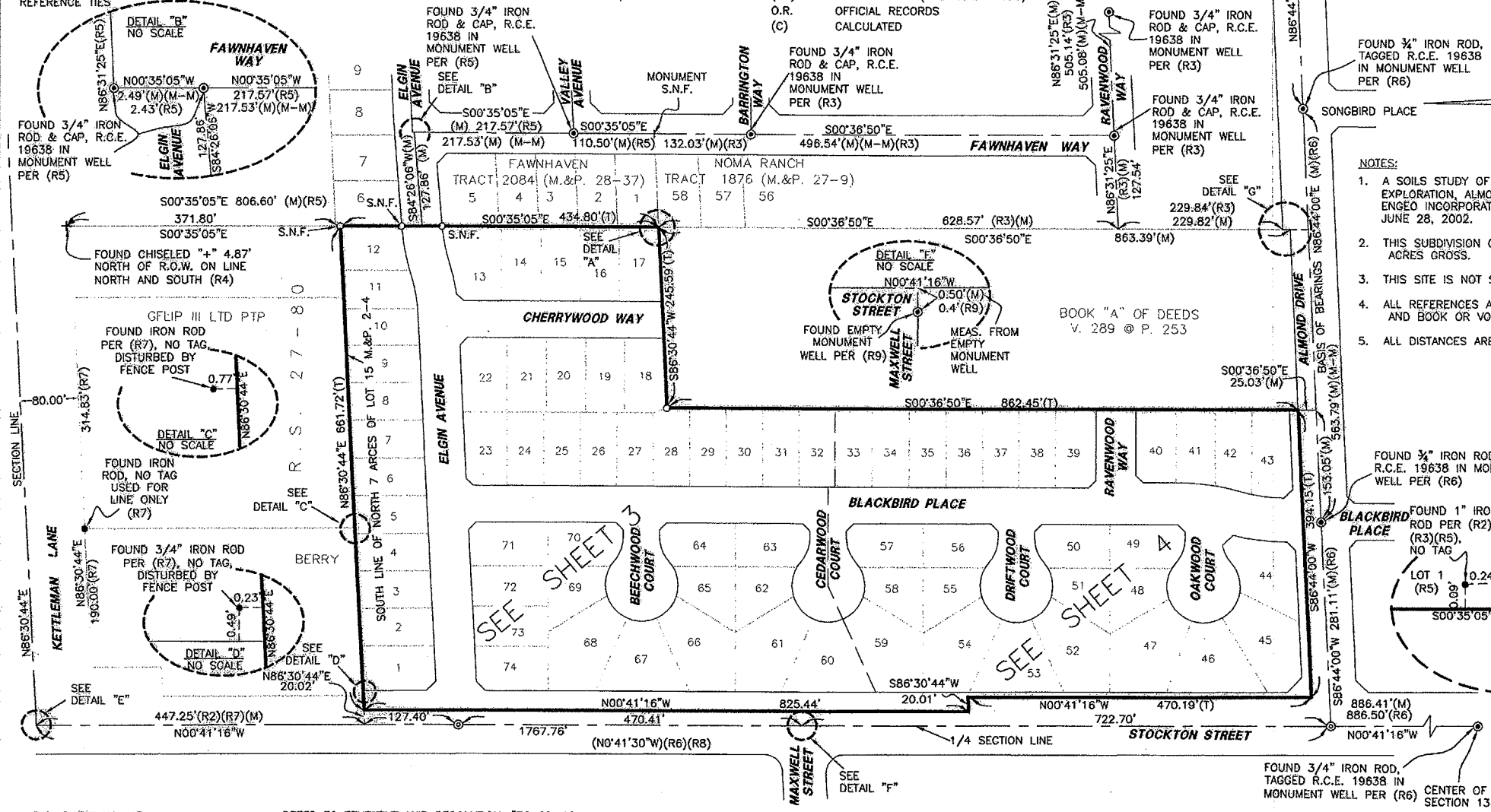
DECEMBER, 2002 SCALE 1"=100'  
SHEET 2 OF 4

**BASIS OF BEARINGS:**  
THE MONUMENTED CENTERLINE OF ALMOND DRIVE TAKEN  
AS NORTH 86°44'00" EAST PER "COLVIN RANCH"  
SUBDIVISION FILED FOR RECORD JUNE 16, 1999 IN BOOK  
34 OF MAPS AND PLATS AT PAGE 37, SAN JOAQUIN  
COUNTY RECORDS.

FOUND CALTRANS WELL  
MONUMENT STAMPED RM  
118+29 (NO  
RECORD)  
TIE NOT ON  
1/4 SECTION  
LINE  
FOUND EMPTY MON.  
WELL ON TOP  
(SURFACE) OF ANOTHER  
INACCESSIBLE MON.  
WELL, (SUBSURFACE)  
1/4 SECTION CORNER,  
SEC. 13, T3N, R6E  
M.D.B. & M. LOCATION  
DETERMINED FROM  
REFERENCE TIES

- REFERENCES:**
- |                  |                  |
|------------------|------------------|
| (R1) M.&P. 2-4   | (R7) R.S. 21-33  |
| (R2) R.S. 7-65   | (R8) M.&P. 27-40 |
| (R3) M.&P. 27-9  | (R9) P.M. 6-133  |
| (R4) R.S. 27-80  | (R10) P.M. 2-174 |
| (R5) M.&P. 28-37 | (R11) P.M. 7-177 |
| (R6) M.&P. 34-37 |                  |

- LEGEND:**
- SET 2 1/2" BRASS DISK, STAMPED  
L.S. 6008, IN MONUMENT WELL
  - FOUND MONUMENT IN MONUMENT WELL  
AS NOTED
  - SET 3/4" X 24" LONG IRON PIPE,  
TAGGED L.S. 6008
  - (M) MEASURED
  - M.D.B. & M. MOUNT DIABLO BASE AND MERIDIAN
  - (M-M) MONUMENT TO MONUMENT MEASUREMENT
  - M.&P. MAPS AND PLATS
  - P.M. PARCEL MAP
  - R.S. RECORD OF SURVEY
  - S.J.C.R. SAN JOAQUIN COUNTY RECORDS
  - S.N.F. SEARCHED FOR, NOT FOUND
  - (T) TOTAL
  - ( ) RECORD DATA (SEE REFERENCES)
  - O.R. OFFICIAL RECORDS
  - (C) CALCULATED



- NOTES:**
1. A SOILS STUDY OF THIS SITE, ENTITLED "GEOTECHNICAL  
EXPLORATION, ALMONDWOOD ESTATES," WAS PREPARED BY  
ENGE INCORPORATED, PROJECT NO. 5547.4.001.01, DATED  
JUNE 28, 2002.
  2. THIS SUBDIVISION CONSISTS OF 74 LOTS CONTAINING 14.57  
ACRES GROSS.
  3. THIS SITE IS NOT SUBJECT TO A 100-YEAR FLOOD.
  4. ALL REFERENCES ARE TO SAN JOAQUIN COUNTY RECORDS  
AND BOOK OR VOLUME PRECEDES PAGE.
  5. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.

FOUND 1" IRON  
ROD PER (R2)  
(R3)(R5),  
NO TAG  
LOT 1 (R5)  
0.24'  
0.09'  
S.W. COR. OF LOT  
10 OF A.J. LARSON'S  
SUBDIVISION, (R1)

38-58A  
2025001-1

38-58 B

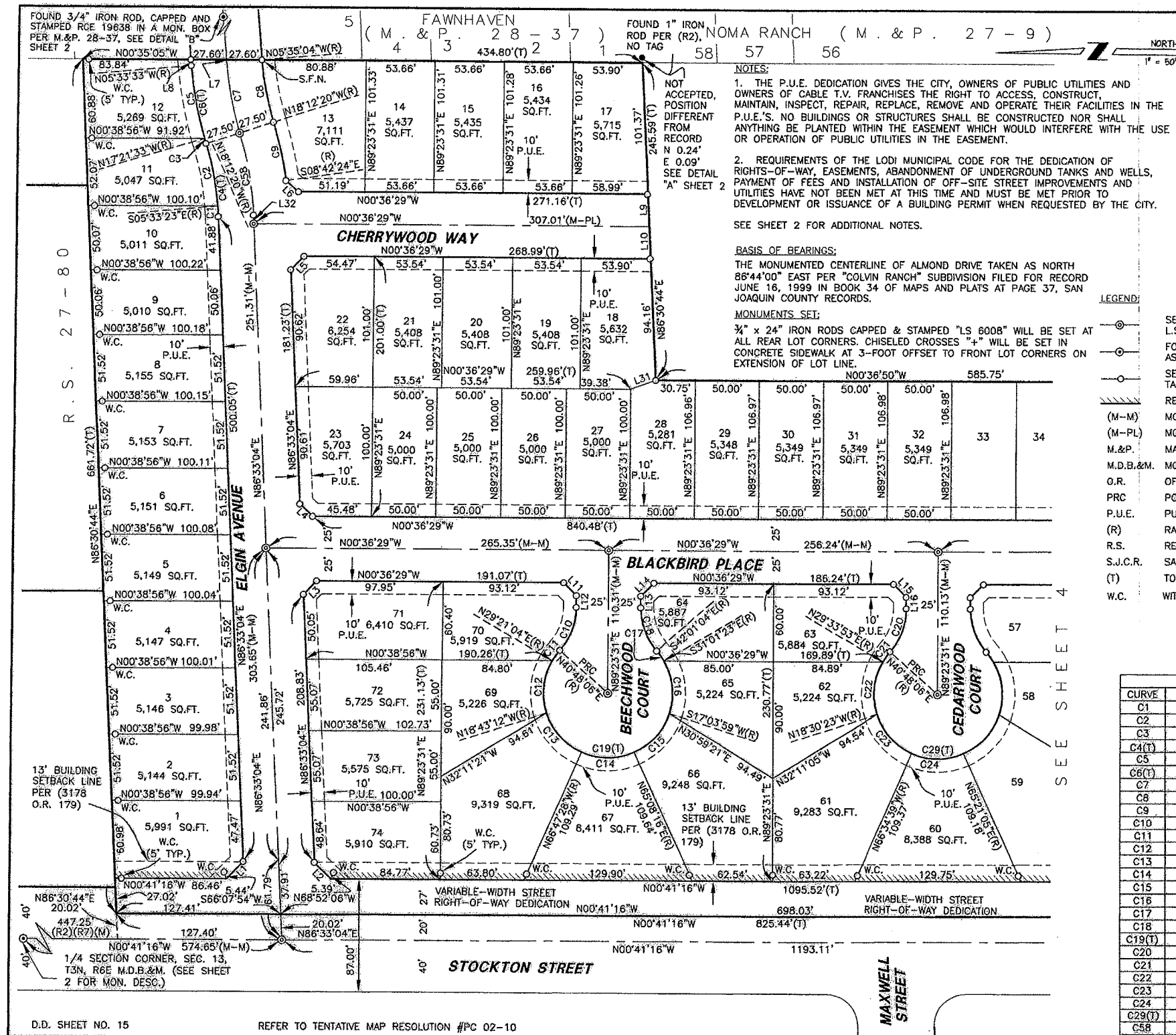
**TRACT NO. 3273**  
**SUBDIVISIONS OF SAN JOAQUIN COUNTY**  
**ALMONDWOOD ESTATES**

BEING LOT 15 AND A PORTION OF LOT 14, AS SHOWN ON  
 MAP OF A.J. LARSON'S SUBDIVISION OF THE NORTHEAST  
 QUARTER OF SECTION 13 IN TOWNSHIP 3 NORTH, RANGE  
 6 EAST, M.D.B. & M., FILED FOR RECORD NOVEMBER 7,  
 1890 IN BOOK 2 OF MAPS AND PLATS, PAGE 4,  
 CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

DAVID EVANS AND ASSOCIATES, INC.  
 SALIDA, CALIFORNIA

DECEMBER, 2002 SCALE 1"=50'

SHEET 3 OF 4



D.D. SHEET NO. 15

REFER TO TENTATIVE MAP RESOLUTION #PC 02-10



2893-214553  
 09/18/2003 02:22P  
 3 of 4

38-58 A

002S001-3



38-58C

TRACT NO. 3273  
SUBDIVISIONS OF SAN JOAQUIN COUNTY  
ALMONDWOOD ESTATES

BEING LOT 15 AND A PORTION OF LOT 14, AS SHOWN ON  
MAP OF A.J. LARSON'S SUBDIVISION OF THE NORTHEAST  
QUARTER OF SECTION 13 IN TOWNSHIP 3 NORTH, RANGE 6  
EAST, M.D.B. & M., FILED FOR RECORD NOVEMBER 7, 1890  
IN BOOK 2 OF MAPS AND PLATS, PAGE 4,  
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

DAVID EVANS AND ASSOCIATES, INC.  
SALIDA, CALIFORNIA

DECEMBER, 2002 SCALE 1"=50'

SHEET 4 OF 4

NOTES:  
1. THE P.U.E. DEDICATION GIVES THE CITY, OWNERS OF PUBLIC UTILITIES AND OWNERS OF CABLE T.V. FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.

2. REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHTS-OF-WAY, EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE STREET IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT WHEN REQUESTED BY THE CITY.

SEE SHEET 2 FOR ADDITIONAL NOTES.

BASIS OF BEARINGS:

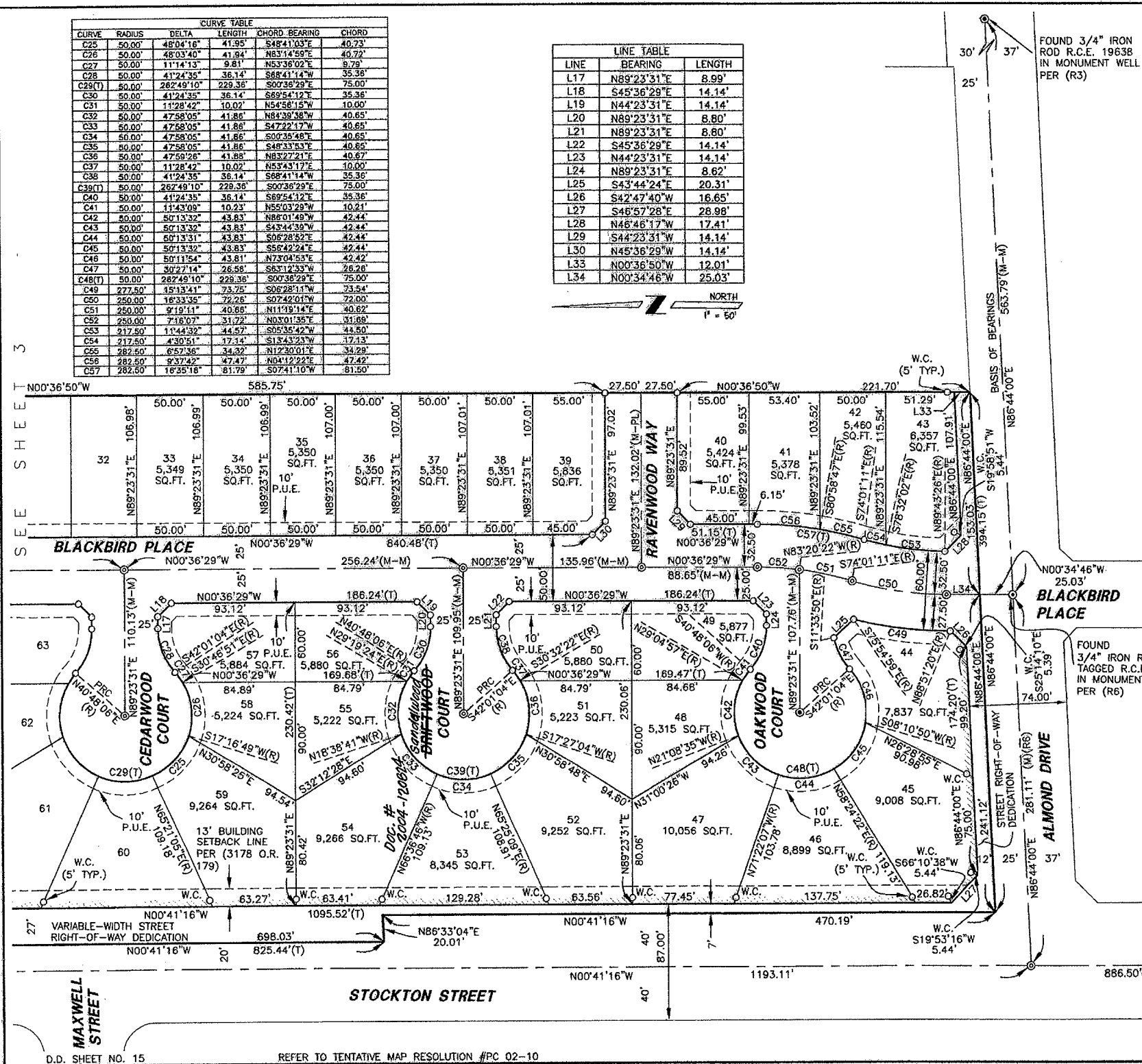
THE MONUMENTED CENTERLINE OF ALMOND DRIVE TAKEN AS NORTH  
86°44'00" EAST PER "COLVIN RANCH" SUBDIVISION FILED FOR RECORD  
JUNE 16, 1999 IN BOOK 34 OF MAPS AND PLATS AT PAGE 37, SAN  
JOAQUIN COUNTY RECORDS.

MONUMENTS SET:

3/4" x 24" IRON RODS CAPPED & STAMPED "LS 6008" WILL BE SET AT ALL REAR LOT CORNERS. CHISELED CROSSES "+" WILL BE SET IN CONCRETE SIDEWALK AT 3-FOOT OFFSET TO FRONT LOT CORNERS ON EXTENSION OF LOT LINE.

LEGEND:

- SET 2 1/2" BRASS DISK, STAMPED L.S. 6008, IN STANDARD MONUMENT WELL
- FOUND MONUMENT IN MONUMENT WELL AS NOTED
- SET 3/4" x 30" LONG IRON PIPE, TAGGED L.S. 6008
- RESTRICTED PUBLIC ACCESS
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- M.D.B.&M. MOUNT DIABLO BASE AND MERIDIAN
- M.&P. MAPS AND PLATS
- O.R. OFFICIAL RECORDS
- PRC POINT OF REVERSE CURVE
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL
- S.J.C.R. SAN JOAQUIN COUNTY RECORDS
- (T) TOTAL
- W.C. WITNESS CORNER



38-58C02S0014

5-1d

ASSESSMENT DIAGRAM  
CENTURY MEADOWS ONE, ZONE 2  
CITY OF LODI CONSOLIDATED LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT  
NO. 2003-1 CITY OF LODI,  
SAN JOAQUIN COUNTY  
STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHWEST  
QUARTER OF SECTION 14, T.3N., R.6E., M.D.B.&M.,  
CITY OF LODI,  
SAN JOAQUIN COUNTY, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21<sup>st</sup>  
DAY OF JANUARY 2004.

*Sharon V. Blackett*  
CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 21<sup>st</sup>  
DAY OF JANUARY 2004.

*Robert C. Wood*  
SUPERINTENDENT OF STREETS  
OF THE CITY OF LODI

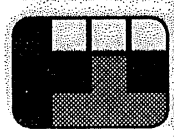
FILED THIS 22<sup>nd</sup> DAY OF JANUARY 2004 AT THE HOUR  
OF 3:40 O'CLOCK P.M. IN BOOK PAGE 12  
OF MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF  
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

*Gary W. Freeman*  
ASSESSOR-RECORDER-COUNTY CLERK  
OF SAN JOAQUIN COUNTY, CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,  
COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS  
OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED  
ON THE 21<sup>st</sup> DAY OF JANUARY 2004. THE ASSESSMENT DIAGRAM AND THE  
ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT  
OF STREETS OF THE CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA, ON THE  
21<sup>st</sup> DAY OF JANUARY 2004. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE  
SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT  
LEVIED AGAINST EACH PARCEL OF LAND SHOWN OF THIS ASSESSMENT DIAGRAM.

*Sharon V. Blackett*  
CITY CLERK OF THE CITY OF LODI

DOC # 2004-013613  
01/22/2004 03:20P Fee:7.00  
Page 1 of 1  
Recorded in Official Records  
County of San Joaquin  
Assessor-Recorder-Clerk  
Paid by SHOWN ON DOCUMENT



THOMPSON-HYSELL  
ENGINEERS  
A DIVISION OF THE KERN COMPANY, INC.  
1016 12TH STREET, MADERA, CA 95354 (209) 821-6986

When embossed, and printed in purple ink, this is certified to  
be a true copy of records of San Joaquin County.  
GARY W. FREEMAN Assessor-Recorder-Clerk  
By *GARY W. FREEMAN* Deputy

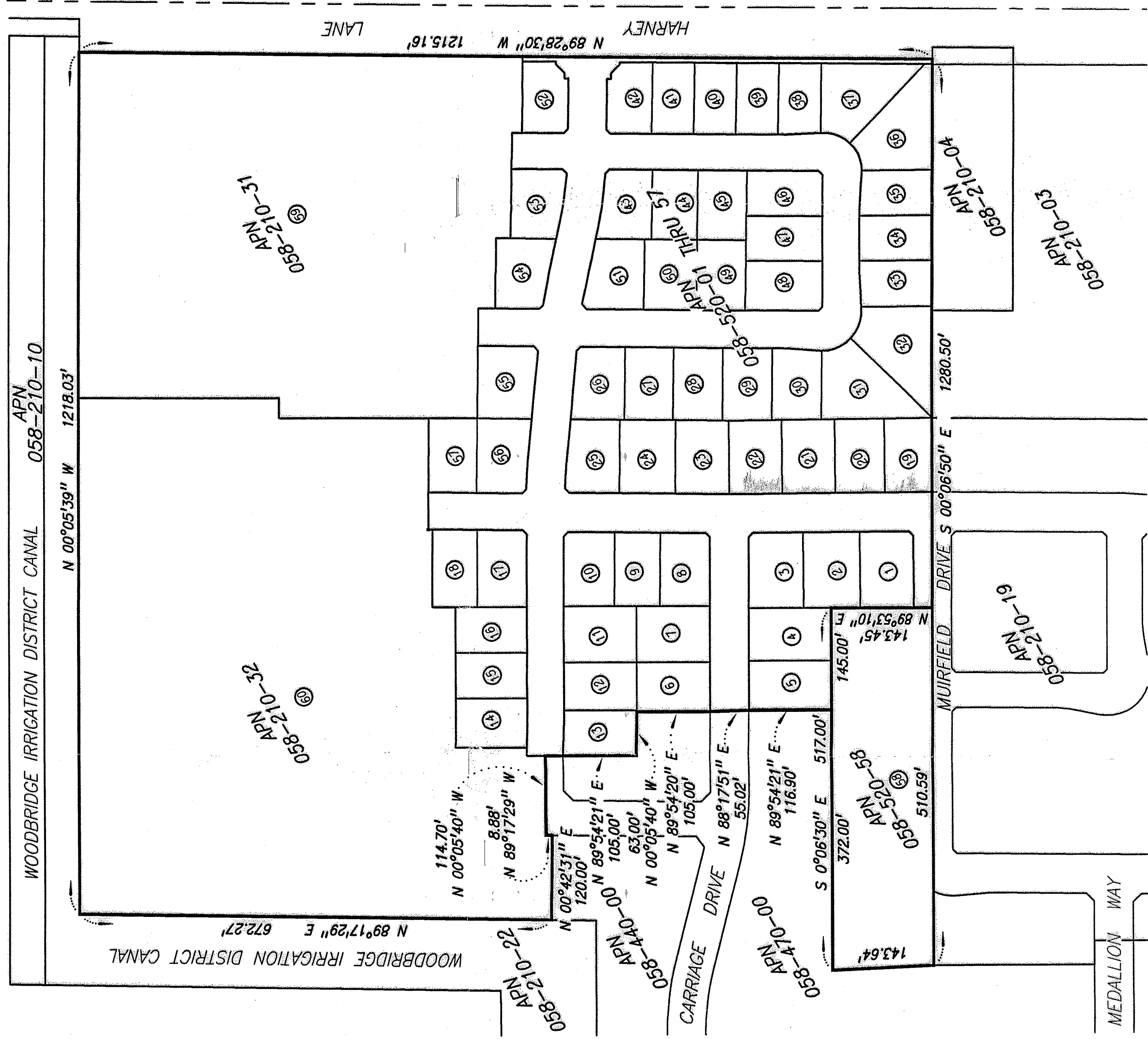
LEGEND:

ASSESSMENT DISTRICT BOUNDARY LINE  
① ASSESSMENT DISTRICT PARCEL NUMBER

ASSESSMENT DIAGRAM INDEX

BOOK	PAGE	PARCELS
058	210	31, 32
058	520	1-58

- NOTES:
- ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN  
THE CITY OF LODI AND WITHIN THE DESIGNATED  
ASSESSOR'S PARCELS.
  - THIS MAP WAS COMPILED FROM THE RECORD INFORMATION  
AND IS NOT THE RESULT OF A FIELD SURVEY.
  - THIS ASSESSMENT DISTRICT CONTAINS 31.64 ACRES.





When embossed, and printed in purple ink, this is certified to be a true copy of records of San Joaquin County. DEC - 9 2003  
GARY W. FREEMAN Assessor-Recorder-Co. Clerk  
By *[Signature]* Deputy

SCALE 1" = 100'

**PROPOSED AMENDED BOUNDARIES  
(CENTURY MEADOWS ONE, ZONE 2 ANNEXATION)  
CITY OF LODI CONSOLIDATED LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT  
NO. 2003-1 CITY OF LODI,  
SAN JOAQUIN COUNTY  
STATE OF CALIFORNIA**

**BEING A PORTION OF THE SOUTHWEST  
QUARTER OF SECTION 14, T.3N., R.6E., M.D.B.&M.,  
CITY OF LODI,  
SAN JOAQUIN COUNTY, CALIFORNIA**

**THOMPSON-HYSELL ENGINEERS  
1016 12th STREET MODESTO, CALIFORNIA  
NOVEMBER, 2004**

DOC # 2003-281218  
12/08/2003 09:47:00 Fee: 7.00  
Page 1 of 1  
Recorded in Official Records  
County of San Joaquin  
Assessor-Recorder-Co. Clerk  
GARY W. FREEMAN  
FILED BY SHOWN ON DOCUMENT



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 3 DAY  
OF DECEMBER, 2004.

*[Signature]*  
CITY CLERK OF THE CITY OF LODI

RECORDED THIS 9 DAY OF DECEMBER 2004 AT THE HOUR  
OF 11 O'CLOCK A.M. IN BOOK PAGE 105  
OF THE OFFICE OF THE COUNTY CLERK OF  
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

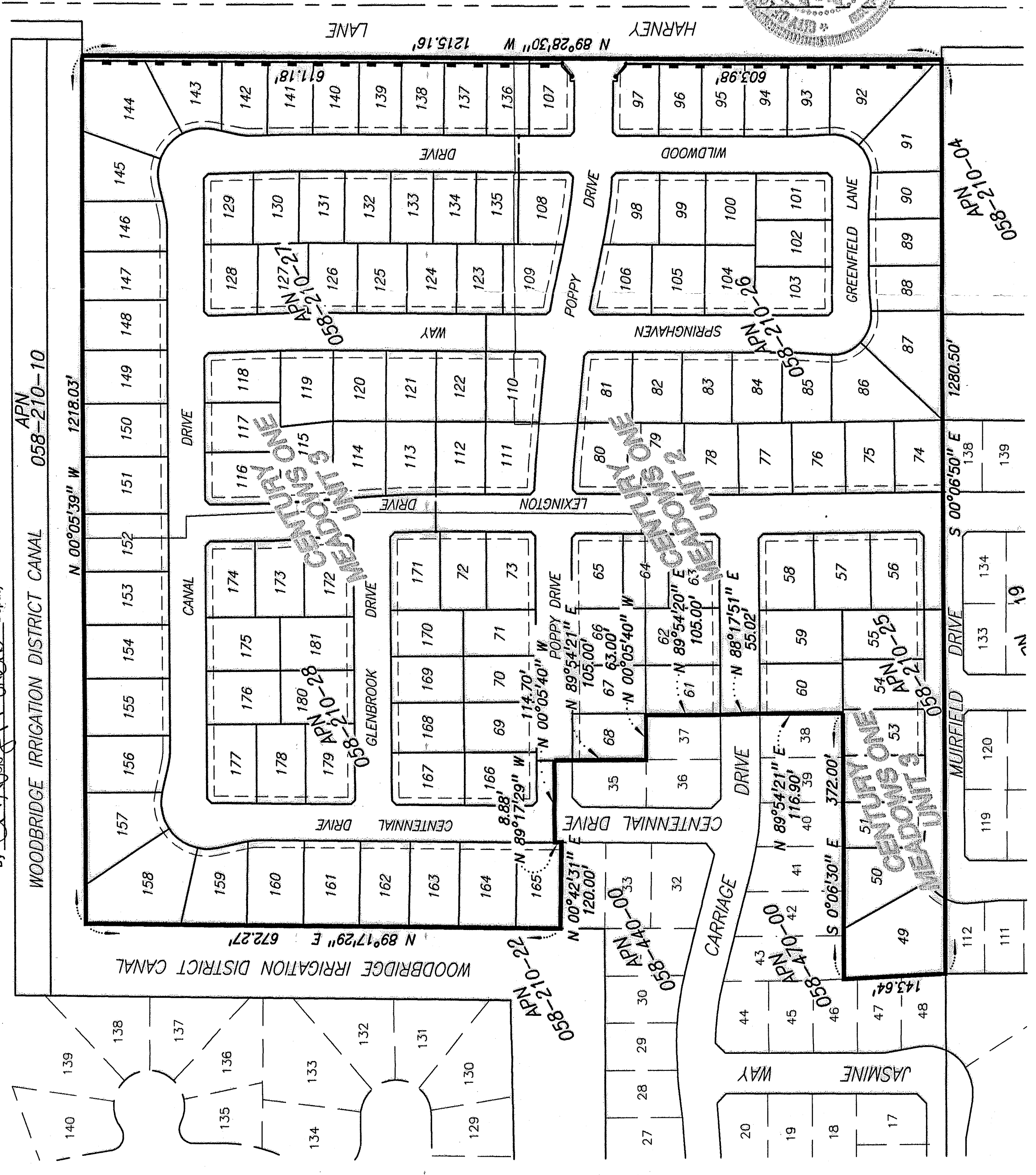
*[Signature]*  
COUNTY RECORDER  
OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES  
OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO.  
2003-1, CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA WAS APPROVED  
BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING  
THEREOF, HELD ON THE 3 DAY OF DECEMBER, 2004, BY  
ITS RESOLUTION NO. 2003-257

*[Signature]*  
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI  
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,  
CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED  
AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS  
AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF  
SAN JOAQUIN, STATE OF CALIFORNIA.

**LEGEND:**  
OVERALL DISTRICT BOUNDARY LINE



ASSESSMENT DIAGRAM, ZONE 3  
MILLSBRIDGE II  
CITY OF LODI CONSOLIDATED LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT  
NO. 2003-1 CITY OF LODI,  
SAN JOAQUIN COUNTY  
STATE OF CALIFORNIA

BEING THE SOUTHWEST QUARTER OF SECTION 11,  
T.3 N., R. 6 E., M. D. B. & M.,  
CITY OF LODI,  
SAN JOAQUIN COUNTY, CALIFORNIA.

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 17<sup>th</sup>  
DAY OF MARCH 2004.  
*Shawn J. Blount*  
CITY CLERK OF THE CITY OF LODI  
RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 6<sup>th</sup>  
DAY OF MAY 2004.

FILED THIS 10<sup>th</sup> DAY OF MAY 2004 AT THE HOUR  
OF 3:50 P.M. IN BOOK 5, PAGE 22  
OF MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF  
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

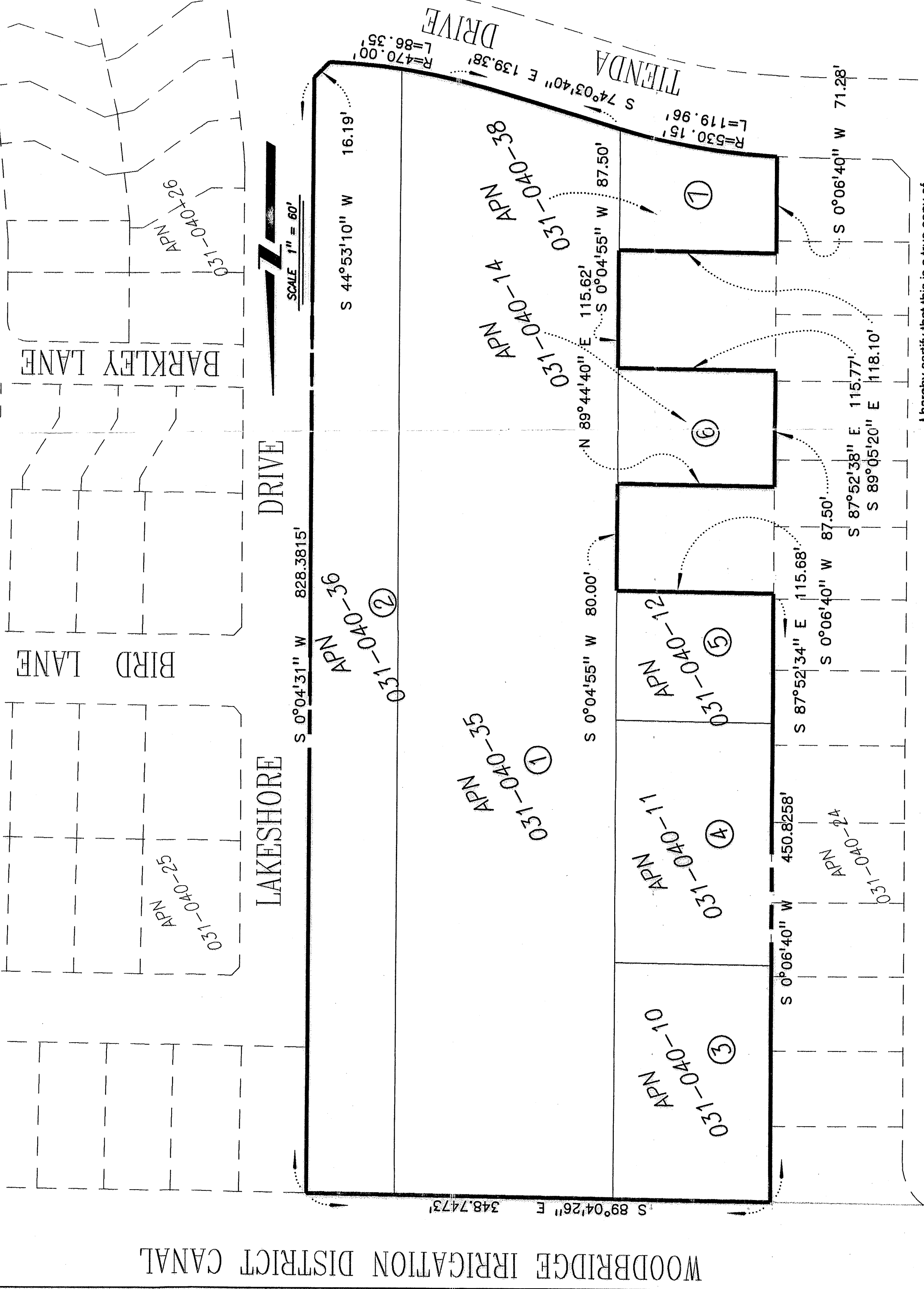
*GARY W. FREEMAN*  
ASSESSOR-RECORDER-COUNTY CLERK  
OF SAN JOAQUIN COUNTY, CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,  
COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS  
OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED  
ON THE 5<sup>th</sup> DAY OF MAY, 2004. THE ASSESSMENT DIAGRAM AND THE  
ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT  
OF STREETS OF THE CITY ON THE 6<sup>th</sup> DAY OF MAY, 2004.  
REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE  
SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT  
LEVIED AGAINST EACH PARCEL OF LAND SHOWN OF THIS ASSESSMENT DIAGRAM.

*Shawn J. Blount*  
CITY CLERK OF THE CITY OF LODI

EXHIBIT C  
SHEET 1 OF 1

**THOMPSON-HYSELL**  
**ENGINEERS**  
A DIVISION OF THE KETH COMPANIES, INC.  
1016 12TH STREET, MODESTO, CA 95354 (209) 521-8986



I hereby certify that this is a true copy of  
the record consisting of 1 pages if the  
seal of this office is impressed in purple ink.

*Gary W. Freeman*  
GARY FREEMAN  
Assessor-Recorder-Co Clerk  
San Joaquin County, CA

- NOTES:
- ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
  - THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
  - THIS ASSESSMENT DISTRICT CONTAINS 6.03 ACRES.

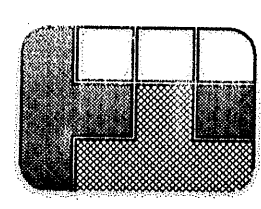
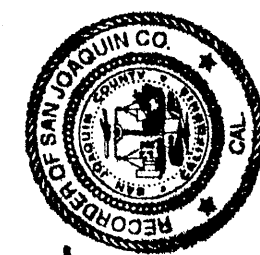
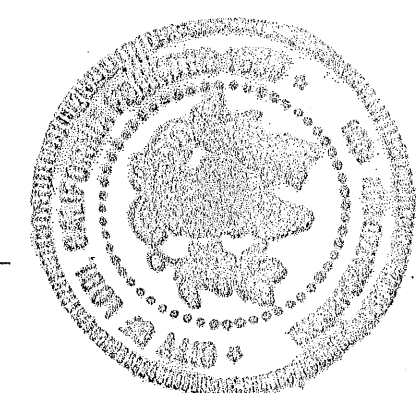
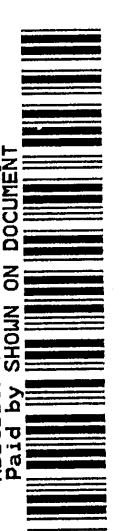
LEGEND:

--- ASSESSMENT DISTRICT BOUNDARY LINE  
① ASSESSMENT DISTRICT PARCEL NUMBER

ASSESSMENT DIAGRAM INDEX

BOOK	PAGE	PARCELS
062	060	10, 11, 12, 14, 35, 36, 38

DOC # 2004-100899  
05/10/2004 03:53P Fee:7.00  
Page 1 of 1  
Recorded in Official Records  
County of San Joaquin  
GARY W. FREEMAN  
Assessor-Recorder-Co Clerk  
Paid By: SHAWN J. THOMPSON



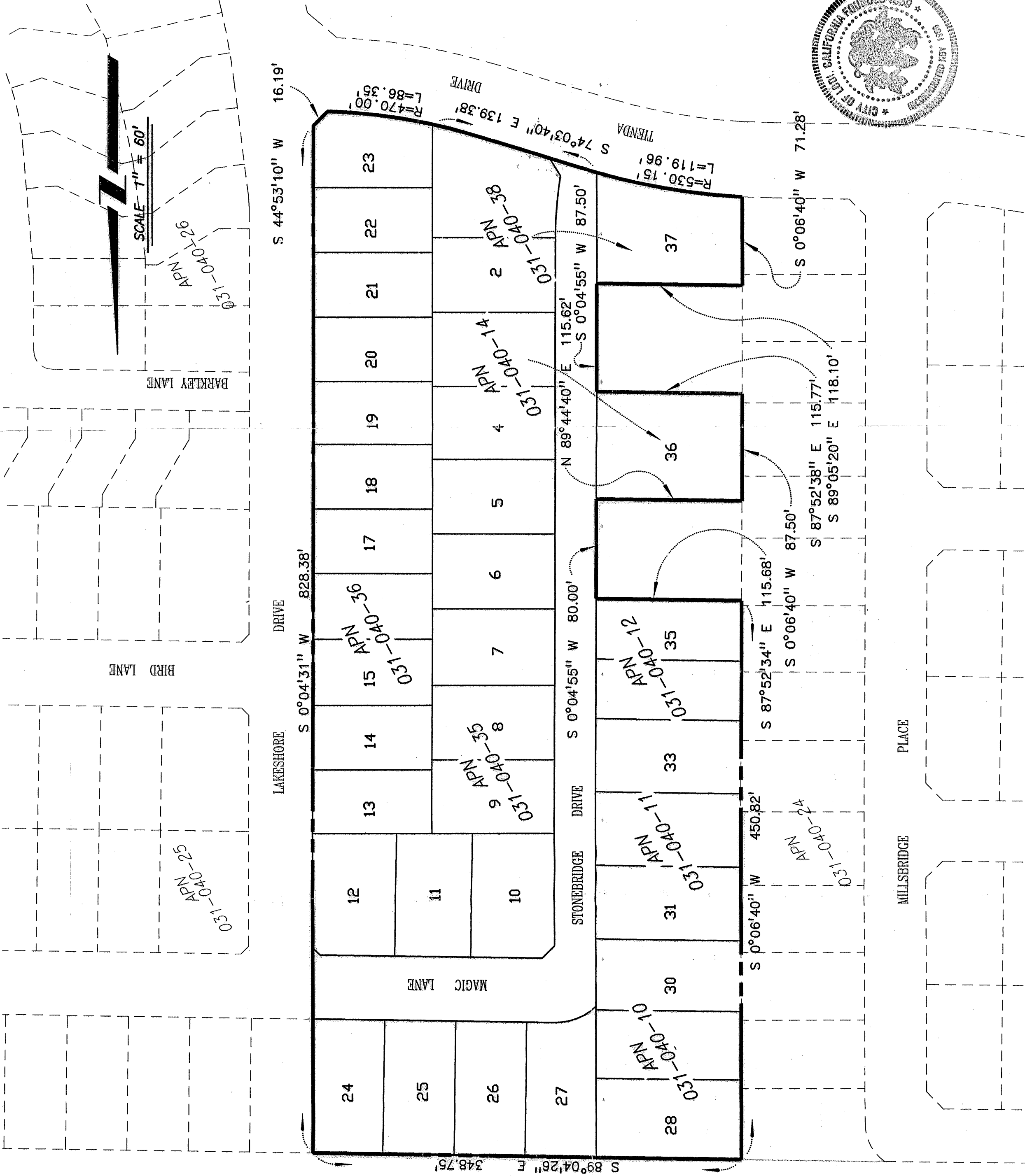


PROPOSED AMENDED BOUNDARIES  
(MILLSBRIDGE II, ZONE 3 ANNEXATION)  
CITY OF LODI CONSOLIDATED LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT  
NO. 2003-1 CITY OF LODI,  
SAN JOAQUIN COUNTY  
STATE OF CALIFORNIA

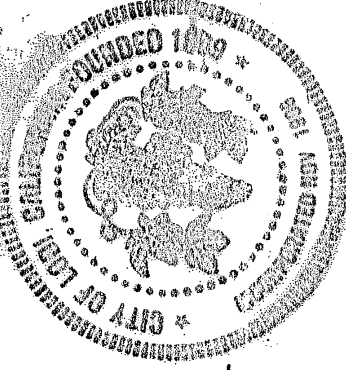
BEING A PORTION OF THE SOUTHWEST  
QUARTER OF SECTION 11, T.3N., R.6E., M.D.B.&M.,  
CITY OF LODI,  
SAN JOAQUIN COUNTY, CALIFORNIA

**THOMPSON-HYSELL ENGINEERS**  
1016 12th STREET MODESTO, CALIFORNIA  
MARCH, 2004

WOODBIDGE IRRIGATION DISTRICT CANAL



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 17<sup>th</sup> DAY OF MARCH, 2004.



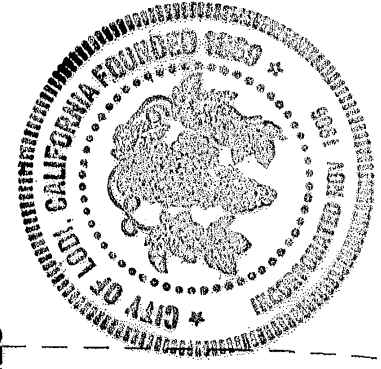
*Shirley B. Blalock*  
CITY CLERK OF THE CITY OF LODI

RECORDED THIS 19<sup>th</sup> DAY OF MARCH, 2004 AT THE HOUR OF 10:00 CLOCK A.M. IN BOOK 5, PAGE 18 OF MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

*Sam W. Freeman by Christina Molero*  
COUNTY RECORDER  
OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE DAY OF MARCH 17, 2004, BY ITS RESOLUTION NO. 2004-49

*Shirley B. Blalock*  
CITY CLERK OF THE CITY OF LODI



THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

DOC # 2004-056433  
03/19/2004 07:20:11 Fee:7.00  
Page 1 of 1  
Recorded in Official Records  
County of San Joaquin  
Recorder: Christina Molero  
Assessor: Shirley B. Blalock  
Paid by: SHIRLEY B. BLALOCK



LEGEND:  
OVERALL DISTRICT BOUNDARY LINE

ASSESSMENT DIAGRAM, ZONE 4  
ALMOND NORTH  
CITY OF LODI CONSOLIDATED LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT  
NO. 2003-1 CITY OF LODI,  
SAN JOAQUIN COUNTY  
STATE OF CALIFORNIA

BEING A PORTION OF LOT 14, A.J. LARSON'S  
SUBDIVISION OF THE NORTHEAST QUARTER  
OF SECTION 13, T.3N., R.6., M. D. B. & M.,  
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS  
DAY OF MAY 2004. 17

*Sharon K. Bellet*  
CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS  
DAY OF MAY 2004.

*Gary Freeman*  
SUPERINTENDENT OF STREETS  
OF THE CITY OF LODI

FILED THIS 10 DAY OF MAY 2004 AT THE HOUR  
OF 5:00 CLOCK P.M. IN BOOK 51 PAGE 23 OF  
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF  
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

*Gary W. Freeman*  
ASSESSOR-RECORDER-COUNTY CLERK  
OF SAN JOAQUIN COUNTY, CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,  
COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS  
OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED  
ON THE 10 DAY OF MAY 2004. THE ASSESSMENT DIAGRAM AND THE  
ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT  
OF STREETS OF THE CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA, ON THE  
REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE  
SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT  
LEVIED AGAINST EACH PARCEL OF LAND SHOWN OF THIS ASSESSMENT DIAGRAM.

*Sharon K. Bellet*  
CITY CLERK OF THE CITY OF LODI

I hereby certify that this is a true copy of  
the record consisting of 1 pages if the  
MAY 11 2004/seal of this office is impressed in purple ink.

*Gary Freeman*  
GARY FREEMAN  
Assessor-Recorder-Co Clerk  
San Joaquin County, CA

DOC # 2004-100901  
05/10/2004 03:53P Fee:7.00  
Page 1 of 1  
Recorded in Official Records  
County of San Joaquin  
GARY W. FREEMAN  
Assessor-Recorder-Co Clerk  
Paid by SHOWN ON DOCUMENT

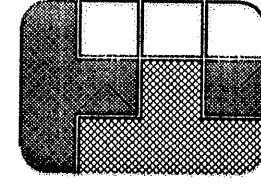


LEGEND:  
--- ASSESSMENT DISTRICT BOUNDARY LINE  
① ASSESSMENT DISTRICT PARCEL NUMBER

ASSESSMENT DIAGRAM INDEX

BOOK	PAGE	PARCELS
062	060	14, 15

- NOTES:
1. ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN  
THE CITY OF LODI AND WITHIN THE DESIGNATED  
ASSESSOR'S PARCELS.
  2. THIS MAP WAS COMPILED FROM THE RECORD INFORMATION  
AND IS NOT THE RESULT OF A FIELD SURVEY.
  3. THIS ASSESSMENT DISTRICT CONTAINS 5.00 ACRES.



THOMPSON-HYSELL  
ENGINEERS  
A DIVISION OF THE KEITH COMPANIES, INC.

1016 12TH STREET, MODESTO, CA. 95354 (209) 521-8986

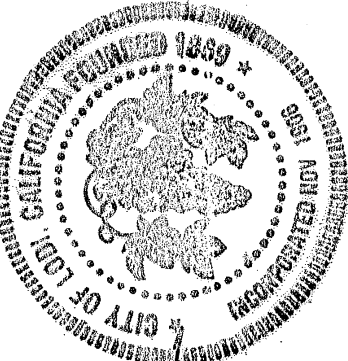
EXHIBIT C  
SHEET 1 OF 1

PROPOSED AMENDED BOUNDARIES  
(ALMOND NORTH, ZONE 4 ANNEXATION)  
CITY OF LODI CONSOLIDATED LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT  
NO. 2003-1 CITY OF LODI,  
SAN JOAQUIN COUNTY  
STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHWEST  
QUARTER OF SECTION 14, T.3N., R.6E., M.D.B.&M.,  
CITY OF LODI,  
SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS  
1016 12th STREET MODESTO, CALIFORNIA  
MARCH, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 17<sup>th</sup> DAY  
OF MARCH, 2004.



*Sanjay B. Bhatt*  
CITY CLERK OF THE CITY OF LODI

RECORDED THIS 19<sup>th</sup> DAY OF MARCH, 2004 AT THE HOUR  
OF 9:00 A.M. IN BOOK PAGE 86 OF  
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF  
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

*Gary W. Freeman by Christine Moreno*  
COUNTY RECORDER  
OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED  
BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN  
COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE  
CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE  
DAY OF MARCH 17, 2004, BY ITS RESOLUTION NO. 2004-49

*Sanjay B. Bhatt*  
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI  
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,  
CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED  
AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS  
AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF  
SAN JOAQUIN, STATE OF CALIFORNIA.

DOC # 2004-056434

03/19/2004 02:28P Fee:7.00  
Page 1 of 1  
Recorded in Official Records  
County of San Joaquin  
City of Lodi  
Assessor-Recorder-County Clerk  
Paid by SHOWN ON DOCUMENT



LEGEND:

OVERALL DISTRICT BOUNDARY LINE

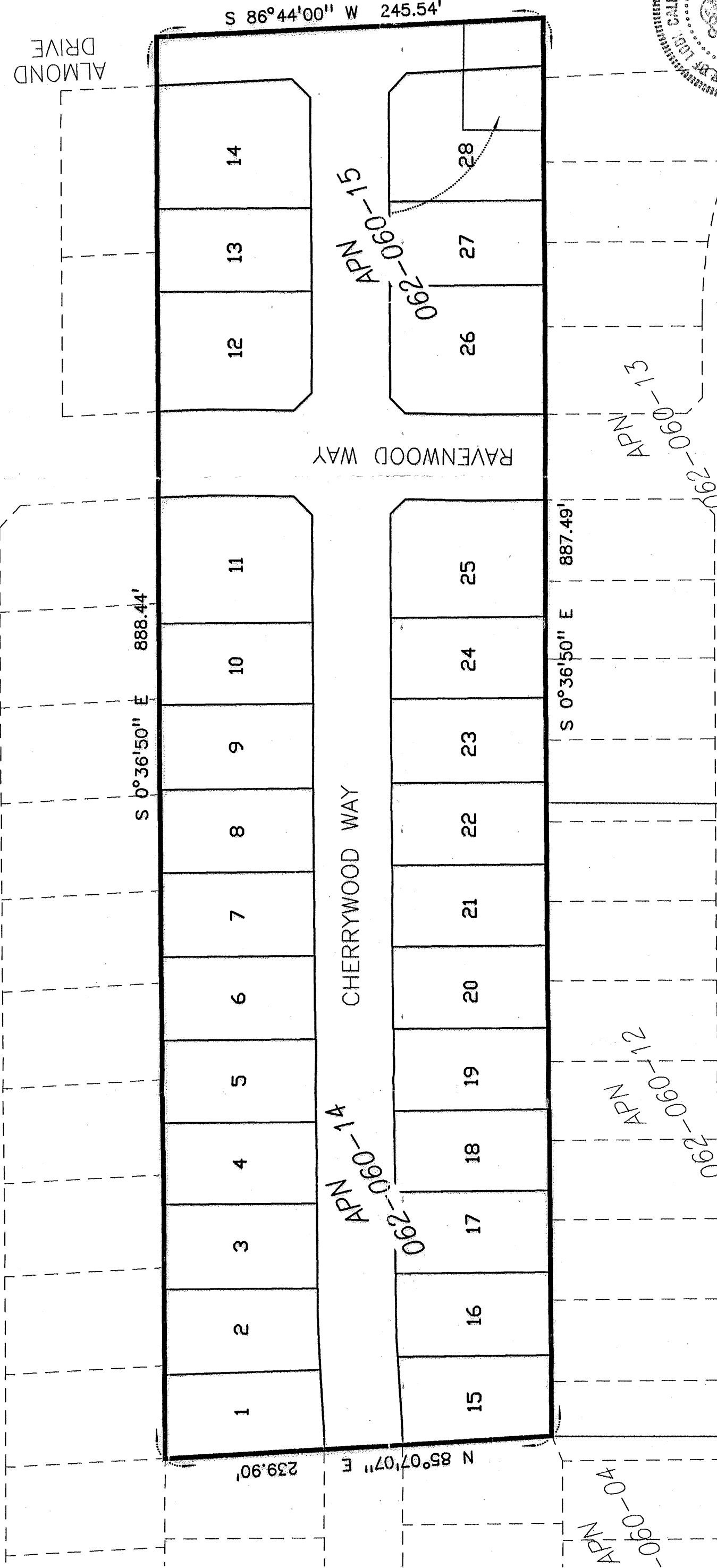
SHEET 1 OF 1

When embossed, and printed in purple ink, this is certified to

MAR 19 2004

CON

SCALE 1" = 60'





ASSESSMENT DIAGRAM, ZONE 5  
LEGACY ESTATES I & II, AND KIRST ESTATES  
CITY OF LODI CONSOLIDATED LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT  
NO. 2003-1 CITY OF LODI,  
SAN JOAQUIN COUNTY  
STATE OF CALIFORNIA

BEING THE SOUTHEAST PORTION OF SECTION 15  
T.3 N., R. 6 E., M. D. B. & M.,  
CITY OF LODI,  
SAN JOAQUIN COUNTY, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, CALIFORNIA  
DAY OF SEPTEMBER 2004.

*Susan Y. Balch*  
CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 2<sup>ND</sup>  
DAY OF SEPTEMBER 2004.

*Richard Dyer*  
SUPERINTENDENT OF STREETS  
OF THE CITY OF LODI

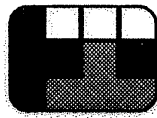
FILED THIS 3<sup>RD</sup> DAY OF SEPTEMBER 2004 AT THE HOUR  
OF 3:30 CLOCK P.M. IN BOOK 15 PAGE 54  
OF THE ASSESSMENT MAP OF THE CITY OF LODI, CALIFORNIA  
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

*Gary W. Freeman*  
ASSESSOR-RECORDER-COUNTY CLERK  
OF SAN JOAQUIN COUNTY, CALIFORNIA

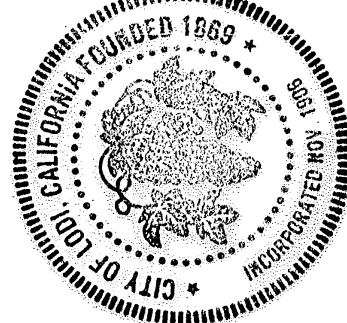
AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,  
COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS  
OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED  
ON THE 1<sup>ST</sup> DAY OF SEPTEMBER 2004. THE ASSESSMENT DIAGRAM AND THE  
ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT  
OF STREETS OF THE CITY OF LODI, CALIFORNIA, ON THE 2<sup>ND</sup> DAY OF SEPTEMBER 2004.  
REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE  
SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT  
LEVIED AGAINST EACH PARCEL OF LAND SHOWN OF THIS ASSESSMENT DIAGRAM.

*Susan Y. Balch*  
CITY CLERK OF THE CITY OF LODI

SHEET 1 OF 1



**THOMPSON-HYSELL  
ENGINEERS**  
A DIVISION OF THE LUTTI COMPANY, INC.  
1016 12TH STREET, MCKINLEY, CA 95354  
(209) 321-6886



**LEGEND:**

- ASSESSMENT DISTRICT BOUNDARY LINE
- ASSESSMENT DISTRICT PARCEL NUMBER

**ASSESSMENT DIAGRAM INDEX**

BOOK	PAGE	PARCELS
058	230	13, 17 (PORTION), 22, 25

DOC # 2004-200733

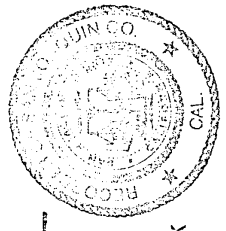
09/03/2004 02:39P Fee:7.00  
Page 1 of 1  
Recorded in Official Records  
County of San Joaquin  
Assessor-Recorder-Clerk  
Paid by INDIVIDUAL ON DOCUMENT



**NOTES:**

- ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN  
THE CITY OF LODI AND WITHIN THE DESIGNATED  
ASSESSOR'S PARCELS.
- THIS MAP WAS COMPILED FROM THE RECORD INFORMATION  
AND IS NOT THE RESULT OF A FIELD SURVEY.
- THIS ASSESSMENT DISTRICT CONTAINS 42.80 ACRES.

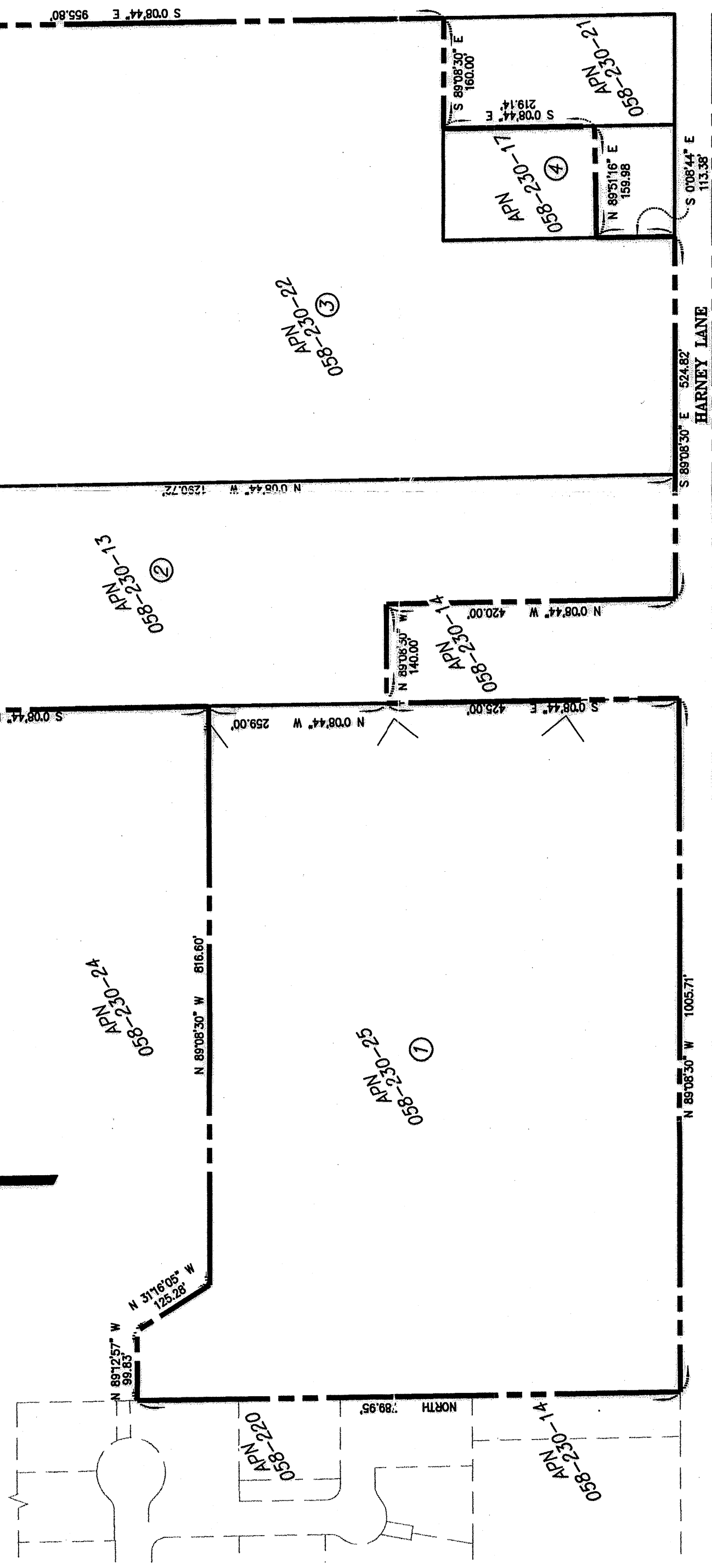
I hereby certify that this is a true copy of  
the record consisting of 1 pages if the  
seal of this office is impressed in purple ink.



*Gary W. Freeman*  
GARY FREEMAN  
Assessor-Recorder-Co Clerk  
San Joaquin County, CA

SEP - 3 2004

NOT TO SCALE



I hereby certify that this is a true copy of the record consisting of \_\_\_\_\_ pages if the seal of this office is impressed in purple ink.

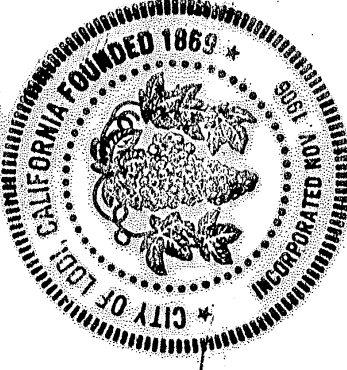
*Gary Freeman*  
JUL 14 2004  
GARY FREEMAN  
Assessor-Recorder-Co Clerk  
San Joaquin County, CA

**PROPOSED AMENDED BOUNDARIES  
(LEGACY ESTATES I&II AND KIRST ESTATES,  
ZONE 5 ANNEXATION)  
CITY OF LODI CONSOLIDATED LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT  
NO. 2003-1 CITY OF LODI,  
SAN JOAQUIN COUNTY  
STATE OF CALIFORNIA**

BEING A PORTION OF THE SOUTHEAST  
QUARTER OF SECTION 15, T.3N., R.6E., M.D.B.&M.,  
CITY OF LODI,  
SAN JOAQUIN COUNTY, CALIFORNIA

**THOMPSON-HYSELL ENGINEERS**  
1016 12th STREET  
MODESTO, CALIFORNIA  
JUNE, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 7 DAY  
OF JULY, 2004.



*San J. Blunt*  
CITY CLERK OF THE CITY OF LODI

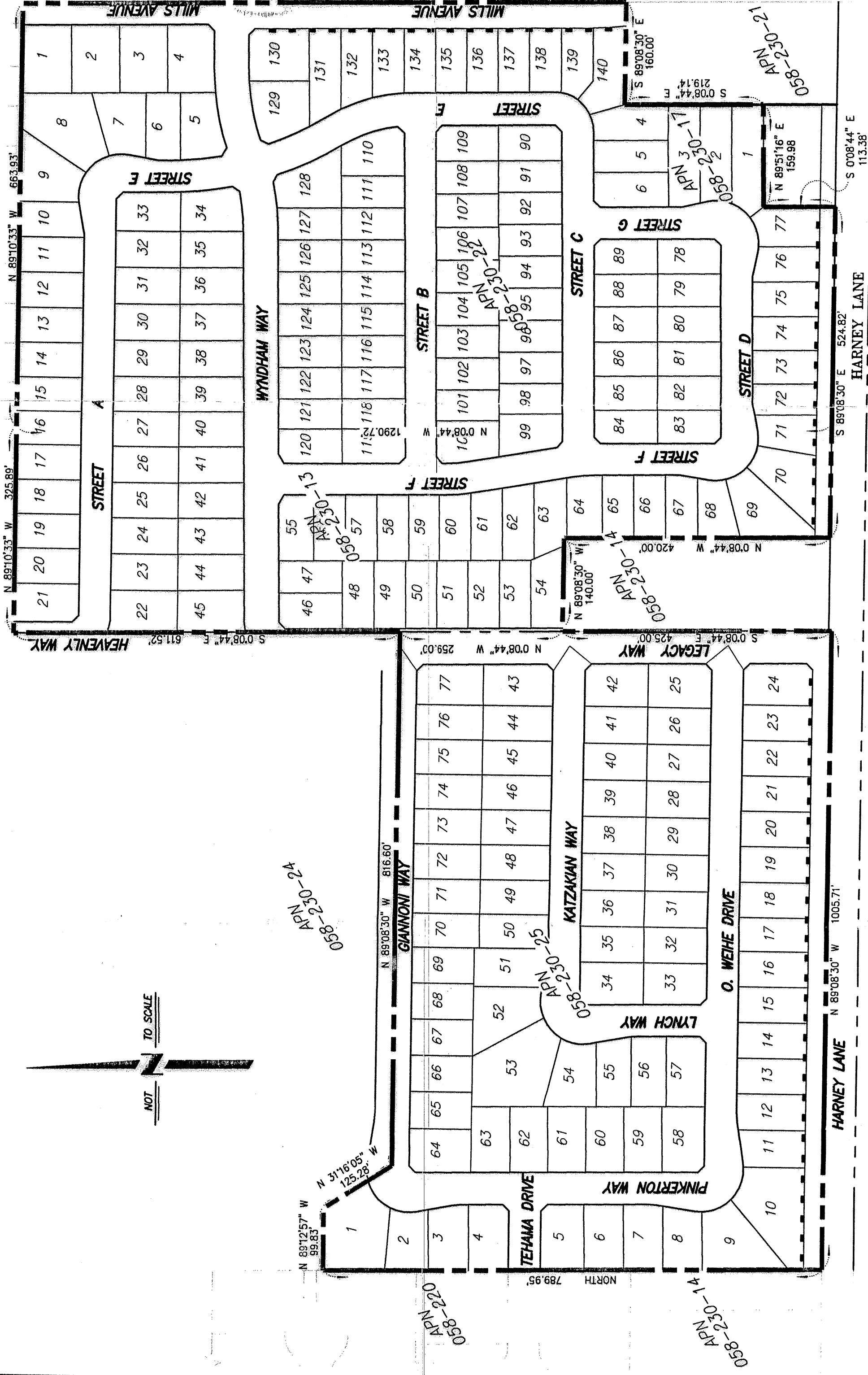
RECORDED THIS 14 DAY OF JUN 2004 AT THE HOUR  
OF 10:00 A.M. IN BOOK 5 PAGE 216  
OF THE COUNTY RECORDS OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

*Gary W. Freeman*  
COUNTY RECORDER  
OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF  
LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,  
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA WAS APPROVED BY THE CITY  
COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE  
DAY OF July 7, 2004, BY ITS RESOLUTION NO. 2004-136

*Sharon D. Blunt*  
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI  
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,  
CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, PREVIOUSLY RECORDED  
AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS,  
AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF  
SAN JOAQUIN, STATE OF CALIFORNIA.



LEGEND:

OVERALL DISTRICT BOUNDARY LINE

DOC # 2004-155561

07/14/2004 12:01P Fee:7.00  
Page 1 of 1  
Recorded in Official Records  
County of San Joaquin  
GARY W. FREEMAN  
Assessor-Recorder-Co Clerk  
Paid by INDIVIDUAL OR DOCUMENT



ASSESSMENT DIAGRAM, ZONE 6  
THE VILLAS  
CITY OF LODI CONSOLIDATED LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT  
NO. 2003-1 CITY OF LODI,  
SAN JOAQUIN COUNTY  
STATE OF CALIFORNIA

BEING THE SOUTHEAST PORTION OF SECTION 13  
T.3 N., R. 6 E., M. D. B. & M.,  
CITY OF LODI,  
SAN JOAQUIN COUNTY, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 1<sup>st</sup>  
DAY OF SEPTEMBER 2004.

*Shane X. Blacht*  
CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 2<sup>nd</sup>  
DAY OF SEPTEMBER 2004.

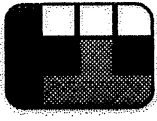
*Richard P. ...*  
SUPERINTENDENT OF STREETS  
OF THE CITY OF LODI

FILED THIS 3<sup>rd</sup> DAY OF SEPTEMBER 2004 AT THE HOUR  
OF 3:40 CLOCK P.M. IN BOOK 5 PAGE 10  
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF  
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

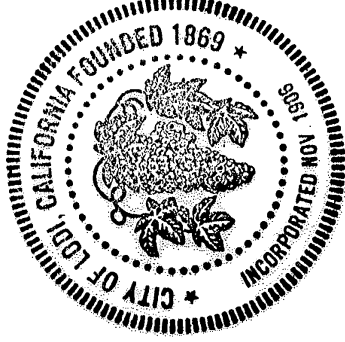
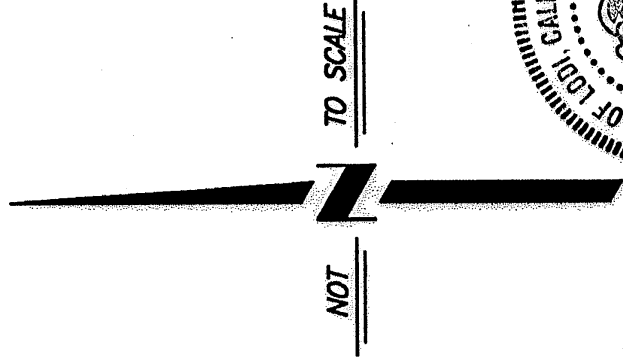
*Gary W. Freeman*  
ASSESSOR-RECORDER-COUNTY CLERK  
OF SAN JOAQUIN COUNTY, CALIFORNIA  
*JEANETTE DAVIS*

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,  
COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS  
OWNED BY THE CITY OF LODI, AS SHOWN ON THE ASSESSMENT DIAGRAM, THE ASSESSMENT WAS LEVIED  
ON THE 1<sup>st</sup> DAY OF SEPTEMBER, 2004. THE ASSESSMENT DIAGRAM AND THE  
ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT  
OF STREETS OF THE CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA, ON THE  
DAY OF SEPTEMBER, 2004. THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE  
SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT  
LEVIED AGAINST EACH PARCEL OF LAND SHOWN OF THIS ASSESSMENT DIAGRAM.

*Shane X. Blacht*  
CITY CLERK OF THE CITY OF LODI



THOMPSON-HYSELL  
ENGINEERS  
A DIVISION OF THOMPSON-HYSELL ENGINEERS, INC.  
1010 12TH STREET, MODESTO, CA 95354 (209) 521-0885

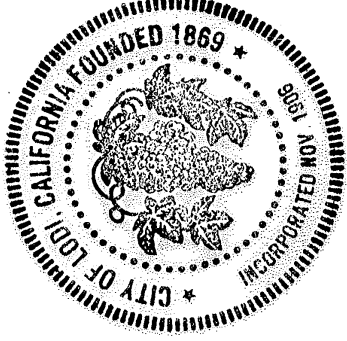


I hereby certify that this is a true copy of  
the record consisting of 1 pages if the  
seal of this office is impressed in purple ink.

*Gary W. Freeman*  
GARY FREEMAN  
Assessor-Recorder-Co Clerk  
San Joaquin County, CA

SEP - 3 2004

DOC # 2004-200731  
88/03/2004 12:38:17 Fee:7.00  
Paid by: ...  
Recorded in Official Records  
County of San Joaquin  
Assessor-Recorder-Co Clerk  
Paid by INDIVIDUAL ON DOCUMENT



LEGEND:

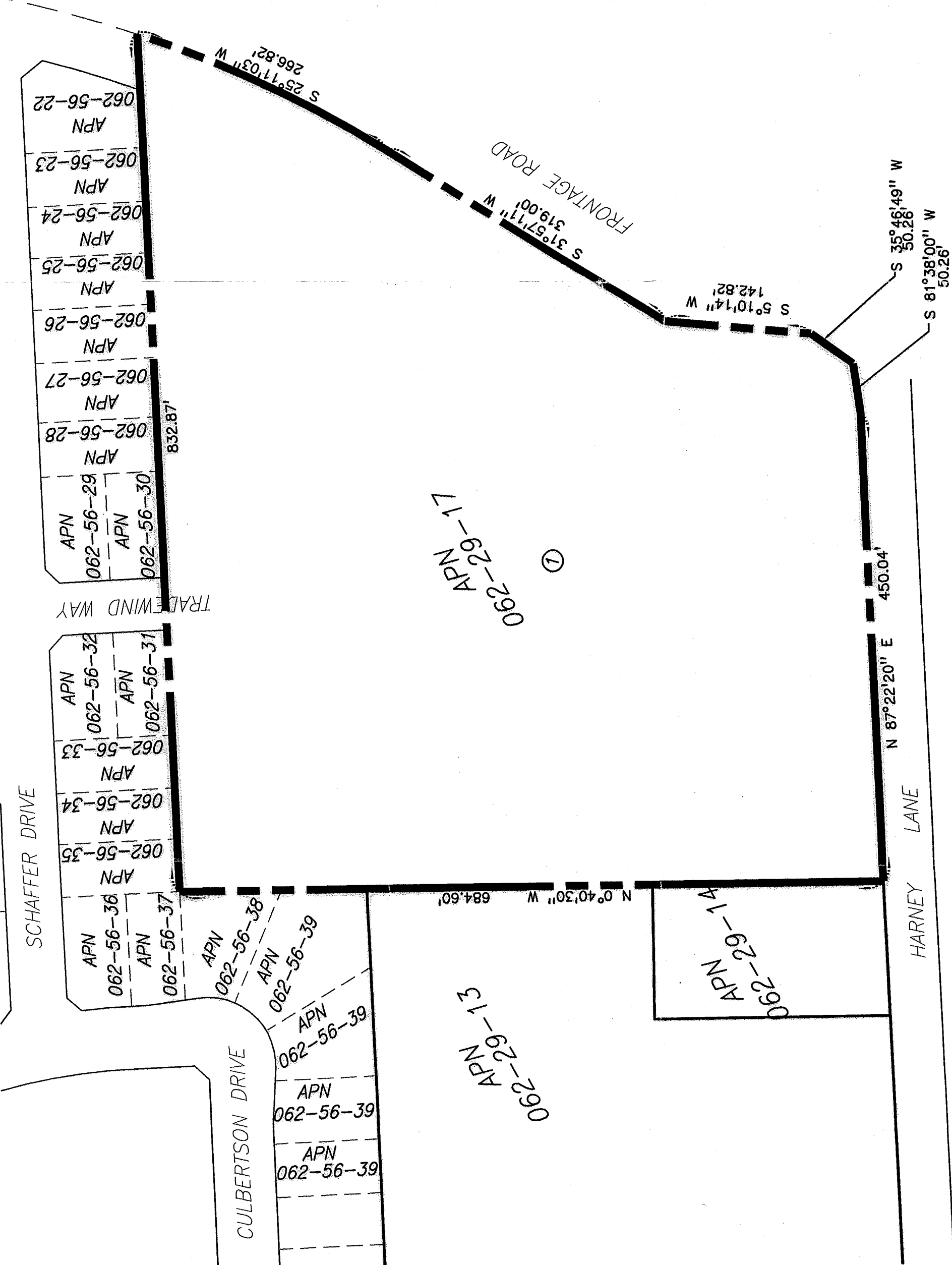
- ASSESSMENT DISTRICT BOUNDARY LINE
- ① ASSESSMENT DISTRICT PARCEL NUMBER

ASSESSMENT DIAGRAM INDEX

BOOK	PAGE	PARCELS
062	290	17

NOTES:

- ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN  
THE CITY OF LODI AND WITHIN THE DESIGNATED  
ASSESSOR'S PARCELS.
- THIS MAP WAS COMPILED FROM THE RECORD INFORMATION  
AND IS NOT THE RESULT OF A FIELD SURVEY.
- THIS ASSESSMENT DISTRICT CONTAINS 10.29 ACRES.



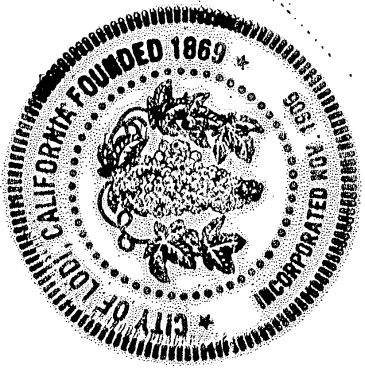


PROPOSED AMENDED BOUNDARIES  
(THE VILLAS, ZONE 6 ANNEXATION)  
CITY OF LODI CONSOLIDATED LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT  
NO. 2003-1 CITY OF LODI,  
SAN JOAQUIN COUNTY  
STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHEAST  
QUARTER OF SECTION 13, T.3N., R.6E., M.D.B.&M.,  
CITY OF LODI,  
SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS  
1016 12th STREET MODESTO, CALIFORNIA  
JUNE, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 7 DAY  
OF JULY, 2004.



*Sue J. Belt*  
CITY CLERK OF THE CITY OF LODI

RECORDED THIS 14 DAY OF JULY 2004 AT THE HOUR  
OF 10:00 CLOCK A.M. IN BOOK 5-5 PAGE 37 OF  
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF  
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

*Gary W. Freeman*  
COUNTY RECORDER  
OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED  
BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN  
COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE  
CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE  
DAY OF JULY, 2004, BY ITS RESOLUTION NO. 2004-136

*Sue J. Belt*  
CITY CLERK OF THE CITY OF LODI

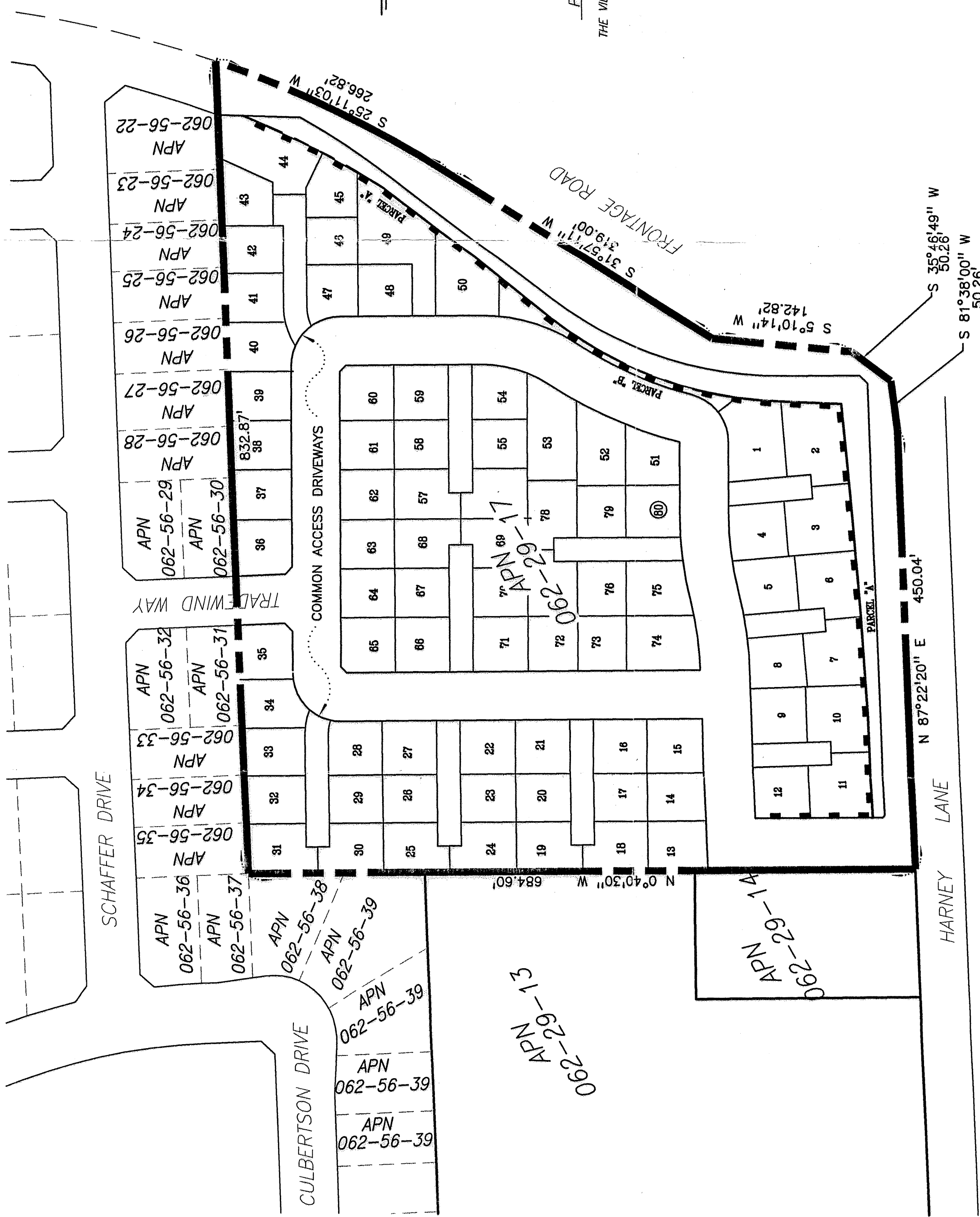
DOC # 2004-155562

07/14/2004 12:01P Fee: 7.00  
Page 1 of 1  
Recorded in Official Records  
County of San Joaquin  
Assessor-Recorder-Clerk  
Paid by INDIVIDUAL ON DOCUMENT

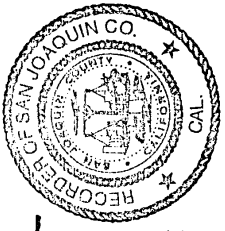


LEGEND:  
--- OVERALL DISTRICT BOUNDARY LINE

207



I hereby certify that this is a true copy of  
the record consisting of 1 pages if the  
seal of this office is impressed in purple ink.



*Gary W. Freeman*  
JUL 14 2004  
GARY FREEMAN  
Assessor-Recorder-Co Clerk  
San Joaquin County, CA

APN 13  
058-13

DOC # 2004-290282  
12/20/2004 02:13 PM  
Recorded in Official Records  
County of San Joaquin  
Assessor-Recorder-County Clerk  
GARY L. FREEMAN  
1016 12th STREET  
MODESTO, CA 95354



LEGEND

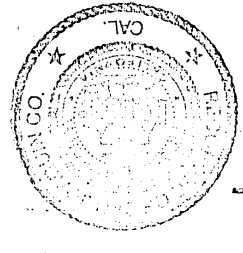
--- ① --- ASSESSMENT DISTRICT BOUNDARY LINE  
--- ASSESSMENT DISTRICT PARCEL NUMBER

ASSESSMENT DIAGRAM INDEX

BOOK	PAGE	PARCELS
015	230	09

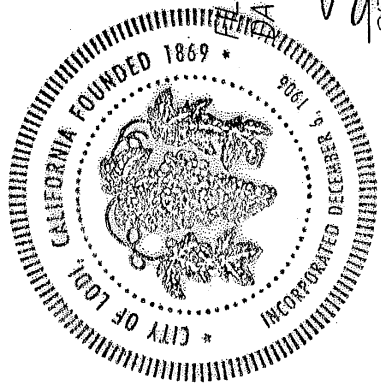
NOTES:

1. ASSESSMENTS APPLY ONCE TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
2. THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
3. THIS ASSESSMENT DISTRICT CONTAINS 1.0 ACRE.



I hereby certify that this is a true copy of the record consisting of 1 pages if the seal of this office is impressed in purple ink.

GARY FREEMAN  
Assessor-Recorder-County Clerk  
San Joaquin County, CA



THOMPSON-HYSELL ENGINEERS

1016 12th STREET MODESTO, CALIFORNIA  
OCTOBER, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 15 DAY OF DECEMBER, 2004.

*Sharon X. Blount*  
CITY CLERK OF THE CITY OF LODI

APN 015-230-09 ①

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 16 DAY OF DECEMBER, 2004.

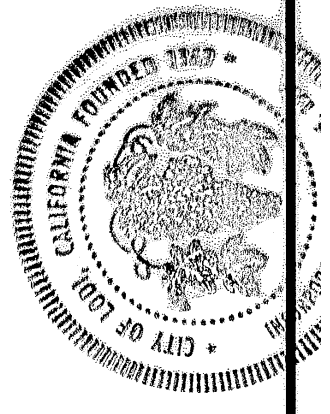
*Sharon X. Blount*  
SUPERINTENDENT OF STREETS  
OF THE CITY OF LODI

FILED THIS 20<sup>th</sup> DAY OF December, 2004 AT THE HOUR OF 2:13 O'CLOCK P.M. IN BOOK PAGE 41 OF MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

*Sharon X. Blount*  
ASSESSOR-RECORDER-COUNTY CLERK  
OF SAN JOAQUIN COUNTY, CALIFORNIA  
*Sharon A. Davis*

AN ASSESSMENT WAS LEVED BY THE CITY COUNCIL OF THE CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS OF LAND SHOWN OF THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVED ON THE 15 DAY OF DECEMBER, 2004. THE ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY ON THE 16 DAY OF DECEMBER, 2004. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVED AGAINST EACH PARCEL OF LAND SHOWN OF THIS ASSESSMENT DIAGRAM.

*Sharon X. Blount*  
CITY CLERK OF THE CITY OF LODI



SCALE  
1" = 30'

R=2894.83'  
L=1156.76'

U.P.R.R. CO.

R=5759.63'  
L=100.52'

S 89°59'52" E 227.55'

S 23°17'22" E 154.29'

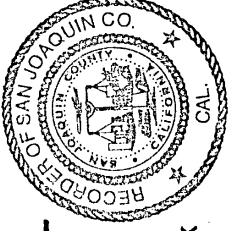
N 89°41'28" E 10.33'

S 7°12'08" W 377.69'

LOWER SACRAMENTO ROAD

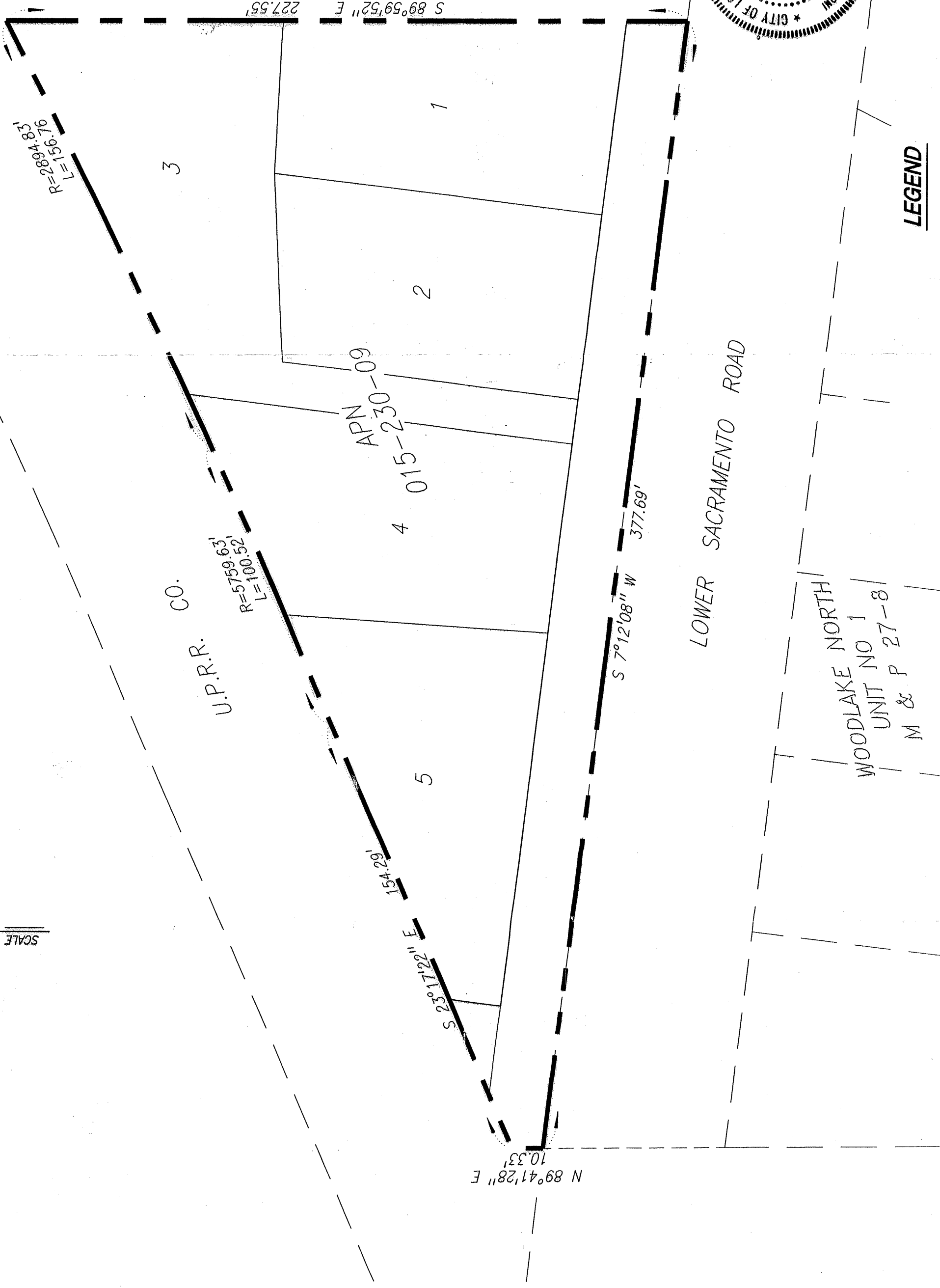
WOODLAKE NORTH  
UNIT NO 1  
M & P 27-81

I hereby certify that this is a true copy of the record consisting of 1 pages if the seal of this office is impressed in purple ink.



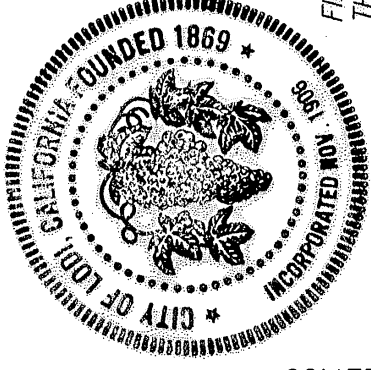
*Gary W. Freeman*  
OCT 27 2004  
GARY FREEMAN  
Assessor-Recorder-Co Clerk  
San Joaquin County, CA

SCALE  
1" = 30'



PROPOSED AMENDED BOUNDARIES  
(WOODLAKE MEADOW ZONE 7 ANNEXATION)  
CITY OF LODI CONSOLIDATED LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT  
NO. 2003-1 CITY OF STOCKTON,  
SAN JOAQUIN COUNTY  
STATE OF CALIFORNIA

BEING PORTIONS OF SECTIONS 34,  
T.4 N., R.6 E., M.D.B. & M.,  
CITY OF STOCKTON,  
SAN JOAQUIN COUNTY, CALIFORNIA



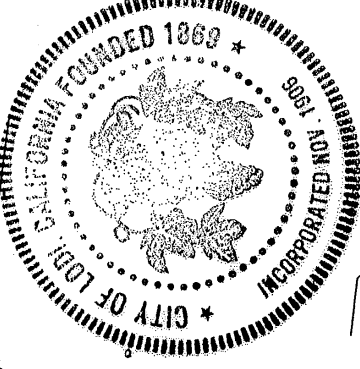
THOMPSON-HYSELL ENGINEERS  
1016 12th STREET  
MODESTO, CALIFORNIA  
OCTOBER, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI  
THIS 20<sup>th</sup> DAY OF October, 2004.

*Susan Y. Blalock*  
CITY CLERK OF THE CITY OF LODI

RECORDED THIS 27 DAY OF October, 2004  
AT THE HOUR OF 1:30 O'CLOCK P. M. IN BOOK  
PAGE 31 OF MAP OF ASSESSMENTS AND COMMUNITY  
FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER  
OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

*Gary W. Freeman by Ching Moreno*  
COUNTY RECORDER  
OF SAN JOAQUIN COUNTY, CALIFORNIA



I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED  
BOUNDARY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN  
COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE  
CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE 20<sup>th</sup>  
DAY OF October 20, 2004, BY ITS RESOLUTION NO. 2004-216

*Susan Y. Blalock*  
CITY CLERK OF THE CITY OF LODI

LEGEND

OVERALL DISTRICT BOUNDARY LINE

DOC. # 2004-243970

10/27/2004 01:20P Fee:7.00

Recorded in Official Records

County of San Joaquin

GARY W. FREEMAN

Assessor-Recorder-Co Clerk

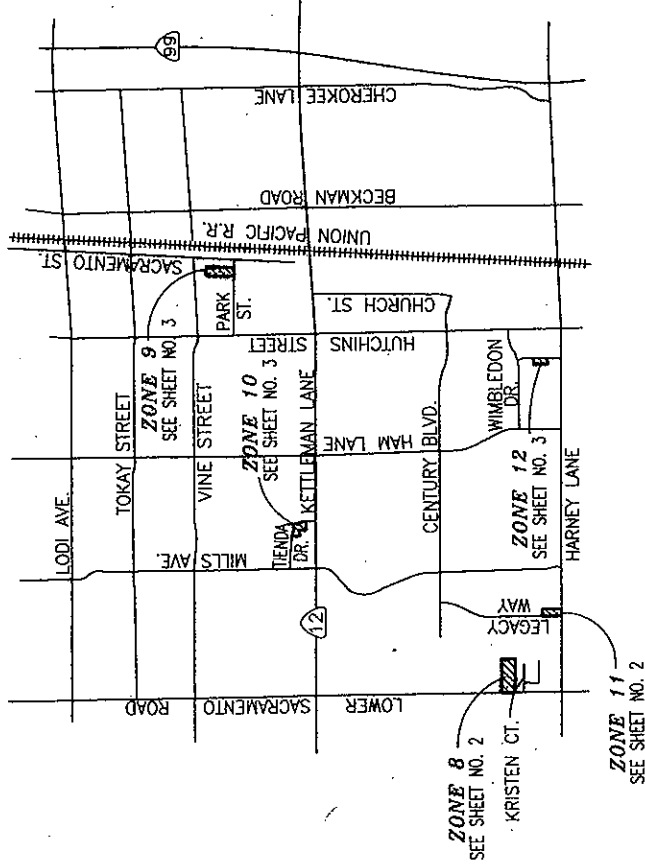
PAID BY SAN JOAQUIN COUNTY



5-78

# AMENDED ASSESSMENT DIAGRAM LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1 ZONES 8-12

CITY OF LODI  
SAN JOAQUIN  
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 15<sup>TH</sup> DAY OF ~~November~~ 2003.

*Steven J. Blum*  
CITY CLERK  
CITY OF LODI  
SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXATION INTO THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 15<sup>TH</sup> DAY OF ~~November~~ 2003, BY ITS RESOLUTION NO. 2003-206.

*Steven J. Blum*  
CITY CLERK  
CITY OF LODI  
SAN JOAQUIN COUNTY, CALIFORNIA

THIS AMENDED ASSESSMENT DIAGRAM WAS ORIGINALLY RECORDED ON OCTOBER 6<sup>TH</sup> 2006, IN BOOK 5, PAGE 68 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

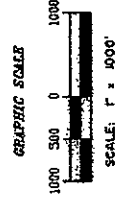
FILED THIS 29<sup>TH</sup> DAY OF ~~May~~ 2006, AT THE HOUR OF 10:50 O'CLOCK A.M., IN BOOK 5, PAGE 68 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

*Megan W. Sherman*  
DEPUTY  
COUNTY RECORDER  
COUNTY OF SAN JOAQUIN

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

LEGEND

ANNEXATION BOUNDARY/ BENEFIT ZONE BOUNDARY



DOC # 2005-287277

11/29/2005 10:50 AM Fee:100  
Recorded in Official Records  
County of San Joaquin  
Recorder's Office  
Megan W. Sherman, Deputy Clerk  
1515 N. Zeeb Road, Suite 200  
Lodi, CA 95240

NBS

32006 Highway 78 South, Suite 100  
Fresno, CA 93727

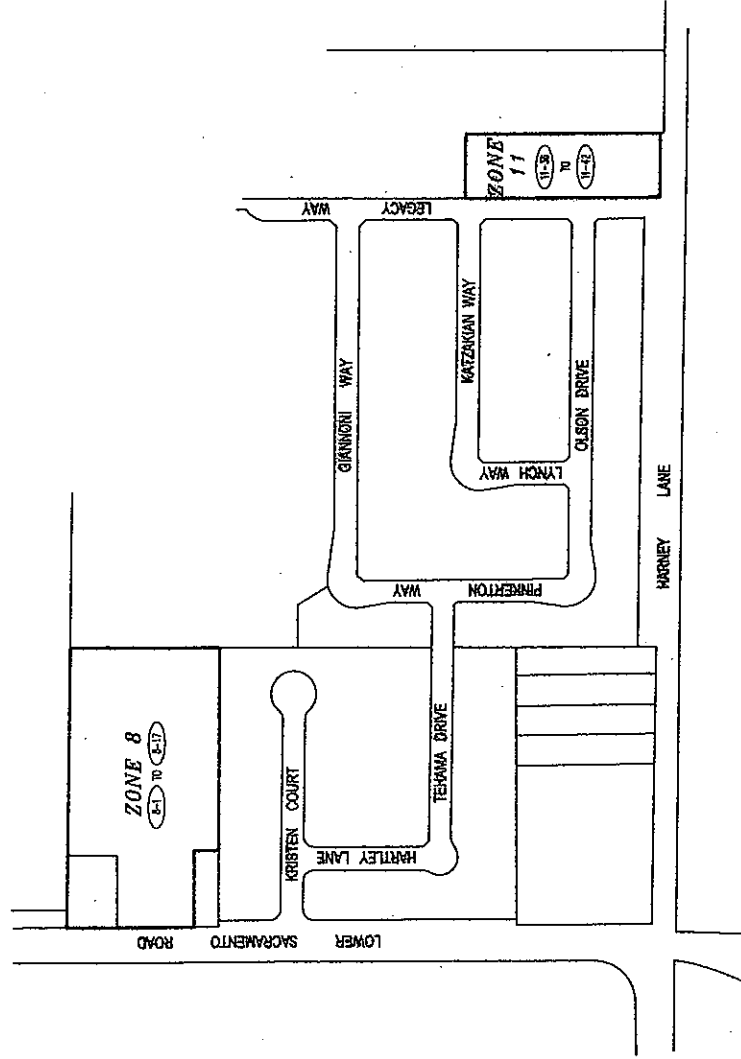
Legal Government Solutions

5-78

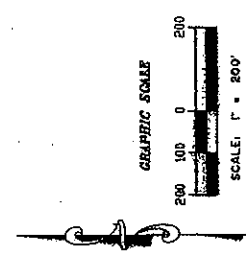
5-78A

# AMENDED ASSESSMENT DIAGRAM LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1 ZONES 8-12

CITY OF LODI  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA



Zone	Assessment Number	APN
8	8-1	POR OF 038-230-03
8	8-2	POR OF 038-230-03
8	8-3	POR OF 038-230-03
8	8-4	POR OF 038-230-03
8	8-5	POR OF 038-230-03
8	8-6	POR OF 038-230-03
8	8-7	POR OF 038-230-03
8	8-8	POR OF 038-230-03
8	8-9	POR OF 038-230-03
8	8-10	POR OF 038-230-03
8	8-11	POR OF 038-230-03
8	8-12	POR OF 038-230-03
8	8-13	POR OF 038-230-03
8	8-14	POR OF 038-230-03
8	8-15	POR OF 038-230-03
8	8-16	POR OF 038-230-03
8	8-17	POR OF 038-230-03
8	8-18	POR OF 038-230-03
8	8-19	POR OF 038-230-03
8	8-20	POR OF 038-230-03
8	8-21	POR OF 038-230-03
8	8-22	POR OF 038-230-03
8	8-23	POR OF 038-230-03
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8	8-25	POR OF 038-230-03
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8	8-27	POR OF 038-230-03
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8	8-29	POR OF 038-230-03
8	8-30	POR OF 038-230-03
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8	8-96	POR OF 038-230-03
8	8-97	POR OF 038-230-03
8	8-98	POR OF 038-230-03
8	8-99	POR OF 038-230-03
8	8-100	POR OF 038-230-03



LEGEND  
ASSESSMENT DISTRICT BOUNDARY  
PARCEL LINES  
ASSESSMENT NUMBER



NBS

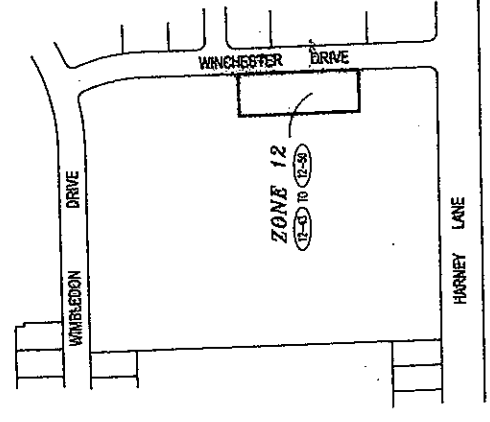
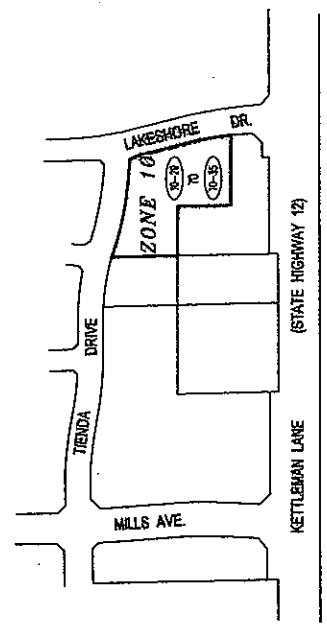
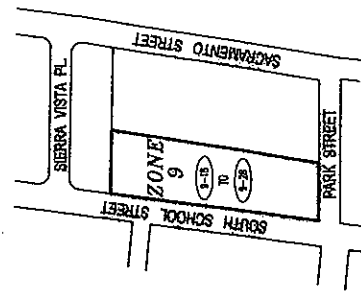
32805 Highway 79 South, Suite 100  
Fresno, CA 93752  
Local Government Editions

5-78A

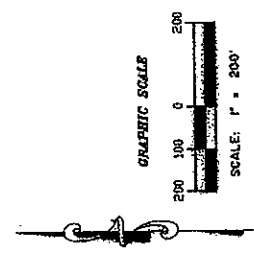
5-78B

AMENDED ASSESSMENT DIAGRAM  
LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1  
ZONES 8-12

CITY OF LODI  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA



Zone	Assessment Number	APN
9	9-18	PAR 07 043 268 07
9	9-19	PAR 07 043 268 07
9	9-20	PAR 07 043 268 07
9	9-21	PAR 07 043 268 07
9	9-22	PAR 07 043 268 07
9	9-23	PAR 07 043 268 07
9	9-24	PAR 07 043 268 07
9	9-25	PAR 07 043 268 07
9	9-26	PAR 07 043 268 07
9	9-27	PAR 07 043 268 07
9	9-28	PAR 07 043 268 07
9	9-29	PAR 07 043 268 07
9	9-30	PAR 07 043 268 07
9	9-31	PAR 07 043 268 07
9	9-32	PAR 07 043 268 07
9	9-33	PAR 07 043 268 07
9	9-34	PAR 07 043 268 07
9	9-35	PAR 07 043 268 07
9	9-36	PAR 07 043 268 07
9	9-37	PAR 07 043 268 07
9	9-38	PAR 07 043 268 07
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10	10-40	PAR 07 043 268 07
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10	10-42	PAR 07 043 268 07
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10	10-99	PAR 07 043 268 07
10	10-100	PAR 07 043 268 07



LEGEND  
ASSESSMENT DISTRICT BOUNDARY  
PARCEL LINES  
ASSESSMENT NUMBER

NBS

34065 Highway 99 South, Suite 100  
Fremont, CA 94532  
Local Government Solutions

5-78B

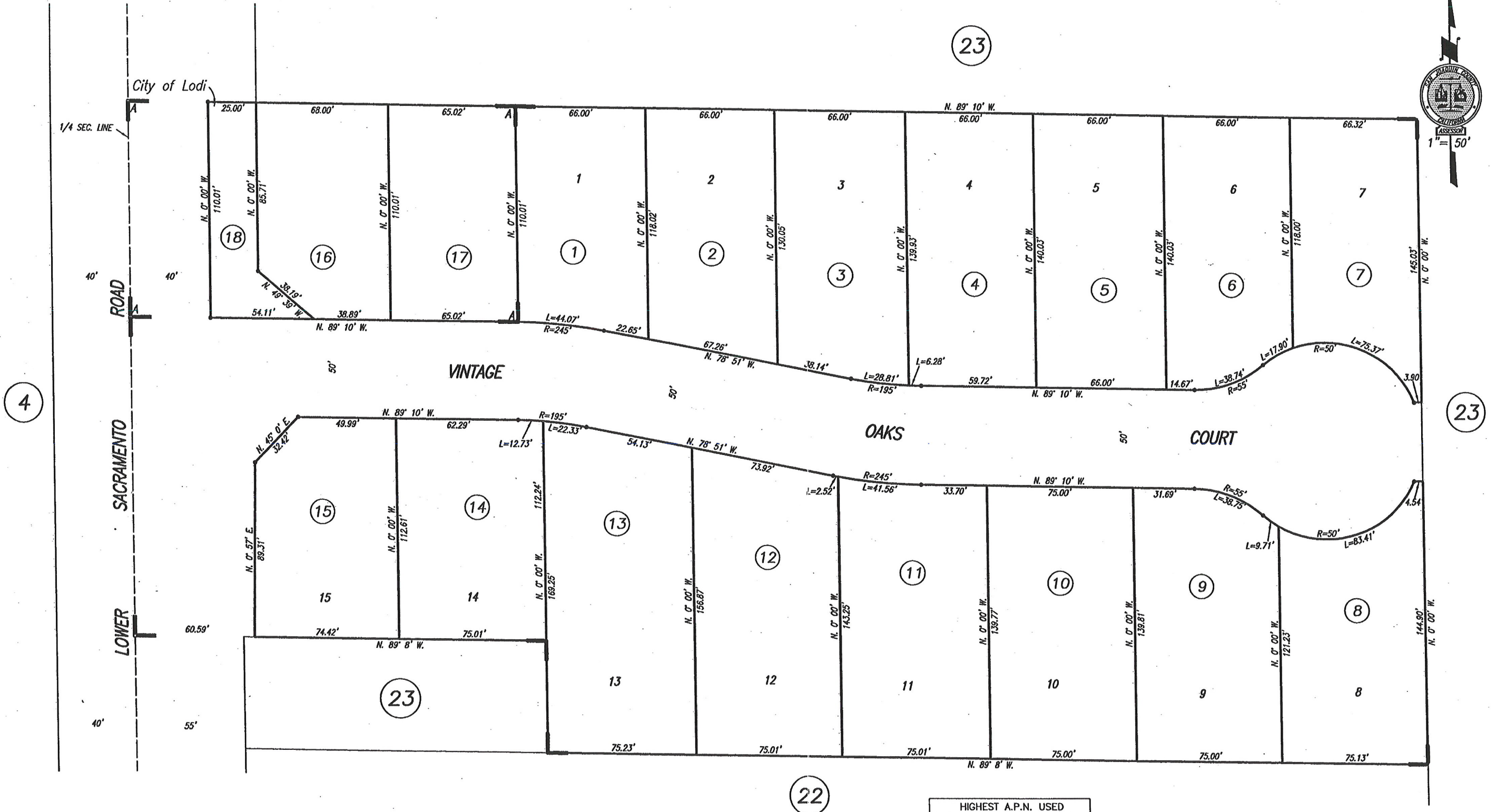


Zone 8

VINTAGE OAKS  
A - POR. SEC. 15, T.3N.R.6E. M.D.B.&M.

THIS MAP IS FOR  
ASSESSMENT USE ONLY

058-64



HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
06-07	15		
07-08	18		

Assessor's Map Bk.058 Pg.64  
County of San Joaquin, Calif.

06-07

R. M. Bk. 40 Pg. 027  
A-P. M. Bk. 23 Pg. 180

NOTE: Assessor's Parcel Numbers Shown in Circles.  
Assessor's Block Numbers Shown in Ellipses.

**OWNERS' STATEMENT:**

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3482, SUBDIVISIONS OF SAN JOAQUIN COUNTY, 'VINTAGE OAKS', CITY OF LODI, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE ALL PUBLIC UTILITY EASEMENTS, THE STREET RIGHT-OF-WAY, THE VARIABLE-WIDTH WIDENING OF RIGHT-OF-WAY ALONG LOWER SACRAMENTO ROAD, AND RELINQUISH TO THE CITY OF LODI ALL ACCESS RIGHTS OF LOT 15 TO AND FROM LOWER SACRAMENTO ROAD ALL AS SHOWN ON THIS FINAL MAP.

DATED THIS 20th DAY OF MAY, 2005.

VINTAGE OAKS, L.P., A CALIFORNIA LIMITED PARTNERSHIP  
GENERAL PARTNERS

BY: TOKAY DEVELOPMENT, INC. BY: R. THOMAS DEVELOPMENT, INC.  
BY: J. Jeffrey Kirst BY: Jane E. Thomas  
J. JEFFREY KIRST, PRESIDENT JANE E. THOMAS, VICE PRESIDENT

DATED THIS 20th DAY OF MAY, 2005.

FARMERS & MERCHANTS BANK OF CENTRAL CALIFORNIA, BENEFICIARY

BY: Thomas L. Lowe III  
Thomas L. Lowe III, SVP

**OWNERS' ACKNOWLEDGEMENT:**

STATE OF CALIFORNIA  
COUNTY OF SAN JOAQUIN

ON MAY 20, 2005, BEFORE ME, J.L. Martorella, NOTARY PUBLIC, PERSONALLY APPEARED J. JEFFREY KIRST AND JANE E. THOMAS, [PERSONALLY KNOWN TO ME] [PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE] TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

J.L. Martorella

NOTARY PUBLIC IN AND FOR  
THE ABOVE-MENTIONED STATE  
AND COUNTY

MY COMMISSION EXPIRES: 4-23-07

MY COMMISSION NUMBER: 1409226

DOC # 2005-252639

10/07/2005 02:40P Fee: 13.00

Page 1 of 3

Recorded in Official Records

County of San Joaquin

GARY W. FREEMAN

Assessor-Recorder-County Clerk

Paid by SHOWN ON DOCUMENT

**BENEFICIARY'S ACKNOWLEDGEMENT:**

STATE OF CALIFORNIA  
COUNTY OF San Joaquin

ON MAY 20, 2005, BEFORE ME, Tiffany G. Gordo, NOTARY PUBLIC, PERSONALLY APPEARED Thomas L. Lowe III, [PERSONALLY KNOWN TO ME] [PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE] TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(ies), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

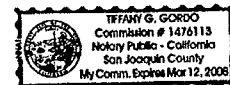
WITNESS MY HAND:

Tiffany G. Gordo

NOTARY PUBLIC IN AND FOR  
THE ABOVE-MENTIONED STATE  
AND COUNTY

MY COMMISSION EXPIRES: March 12, 2008

MY COMMISSION NUMBER: 1476113



TRACT No. 3482  
SUBDIVISIONS OF SAN JOAQUIN COUNTY

**VINTAGE OAKS**

BEING A PORTION OF THE NORTH 5 ACRES OF THE WEST 20 ACRES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 NORTH RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

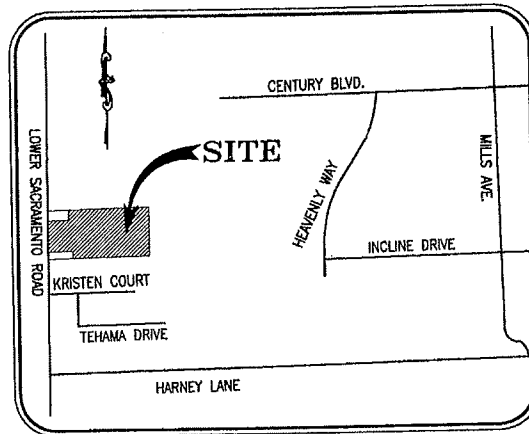
APRIL, 2005

SHEET NO. 1 OF 3 SHEETS  
TENTATIVE MAP APPLICATION NO. 004-S-008



**SIEGFRIED**

ENGINEERING, INC.



VICINITY MAP

NO SCALE

**CITY CLERK'S STATEMENT:**

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE 21 DAY OF September, 2005, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA APPROVED THIS FINAL MAP OF "TRACT NO. 3482, SUBDIVISIONS OF SAN JOAQUIN COUNTY, VINTAGE OAKS", CITY OF LODI, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND ACCEPTED ON BEHALF OF THE CITY THE RELINQUISHMENT TO THE CITY OF LODI ALL ACCESS RIGHTS OF LOT 15 TO AND FROM LOWER SACRAMENTO ROAD ALL AS SHOWN ON THIS FINAL MAP AND ACCEPTED THE OFFER OF DEDICATION OF THE STREET RIGHT-OF-WAY, AND THE VARIABLE-WIDTH WIDENING OF RIGHT-OF-WAY ALONG LOWER SACRAMENTO ROAD SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON OF SAID STREET RIGHTS-OF-WAY IN ACCORDANCE WITH TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 26 DAY OF September, 2005.

Susan J. Blackston  
SUSAN J. BLACKSTON, CITY CLERK  
AND CLERK OF THE CITY COUNCIL

**SURVEYOR'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF VINTAGE OAKS, L.P. ON OCTOBER 27, 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID SUBDIVISION IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LODI, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

DATED THIS 19th DAY OF August, 2005.

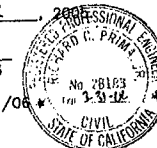
Michael David Jones  
MICHAEL DAVID JONES, L.S. 6173  
LICENSE EXPIRATION DATE: 3/31/06

**PUBLIC WORKS DIRECTOR'S STATEMENT:**

I, RICHARD C. PRIMA, JR., HEREBY STATE THAT I AM THE PUBLIC WORKS DIRECTOR OF THE CITY OF LODI, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3482, SUBDIVISIONS OF SAN JOAQUIN COUNTY, VINTAGE OAKS", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 23rd DAY OF September, 2005.

Richard C. Prima, Jr.  
RICHARD C. PRIMA, JR., R.C.E. 28183  
PUBLIC WORKS DIRECTOR  
REGISTRATION EXPIRATION DATE: 3/31/06

**COUNTY SURVEYOR'S STATEMENT:**

I, THOMAS R. FLINN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3482, SUBDIVISIONS OF SAN JOAQUIN COUNTY, VINTAGE OAKS", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 23rd DAY OF August, 2005.

Thomas R. Flinn  
for THOMAS R. FLINN, R.C.E. 23341  
COUNTY SURVEYOR  
REGISTRATION EXPIRATION DATE: 12/31/05

**RECORDER'S STATEMENT:**

FILED THIS 7 DAY OF October, 2005, AT 2:40 P.M.  
IN BOOK 40 OF MAPS AND PLATS, AT PAGE 27, AT THE REQUEST OF SIEGFRIED ENGINEERING INC.

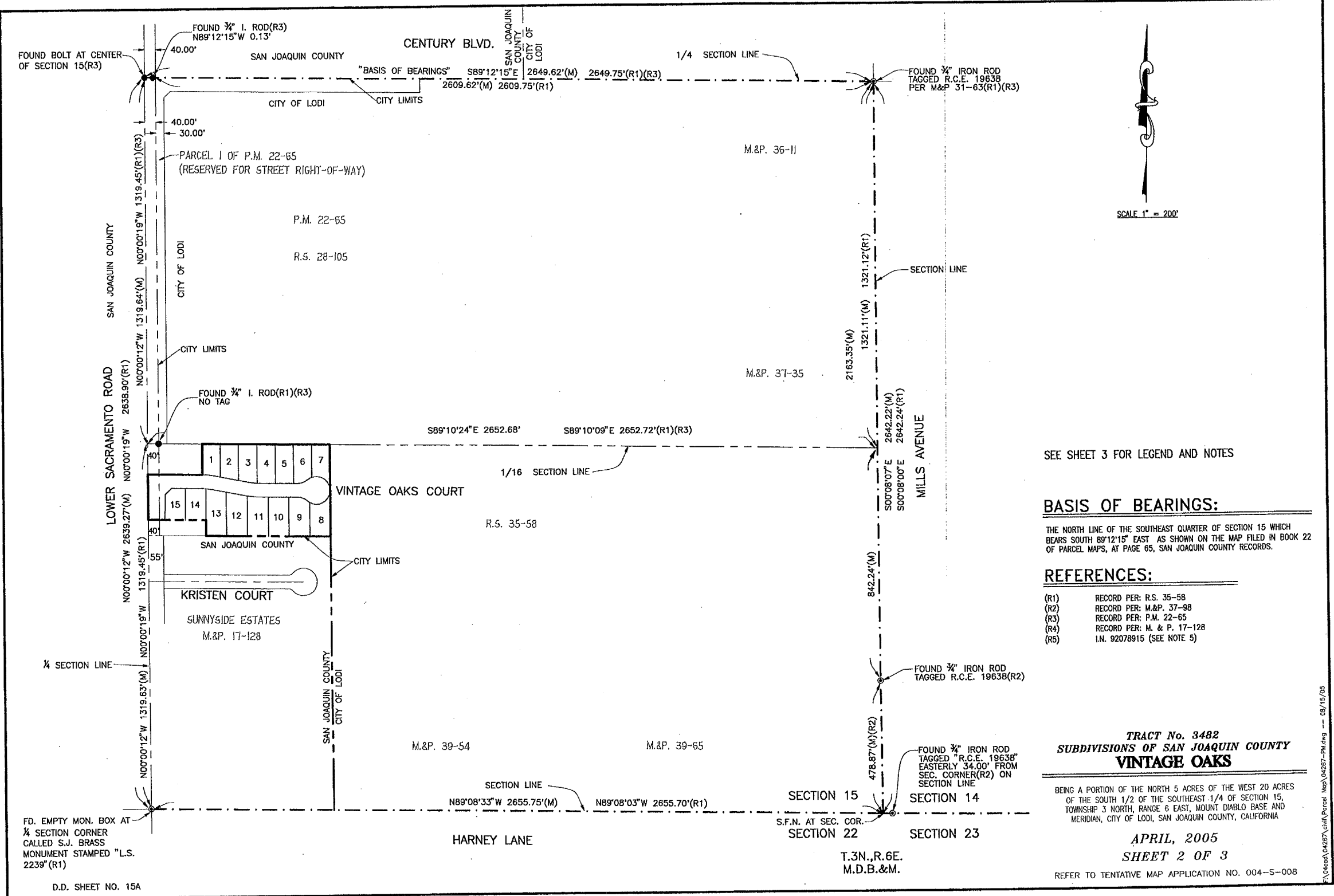
FEES: \$ 1300

Gary W. Freeman  
GARY W. FREEMAN,  
ASSESSOR - RECORDER - COUNTY CLERK  
SAN JOAQUIN COUNTY, CALIFORNIA

BY: Christina Maters  
ASSISTANT/DEPUTY RECORDER

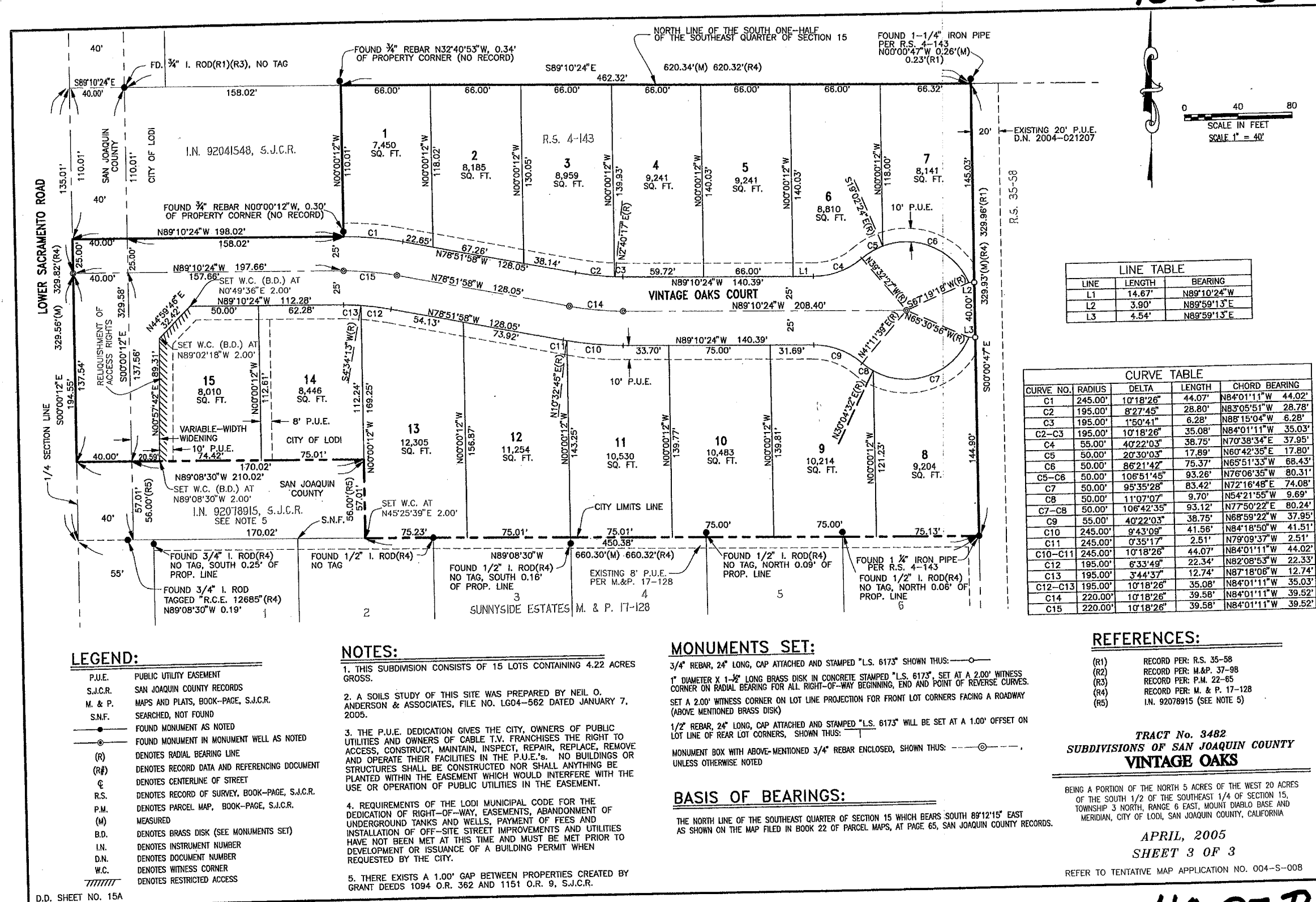


40-27A



40-27A

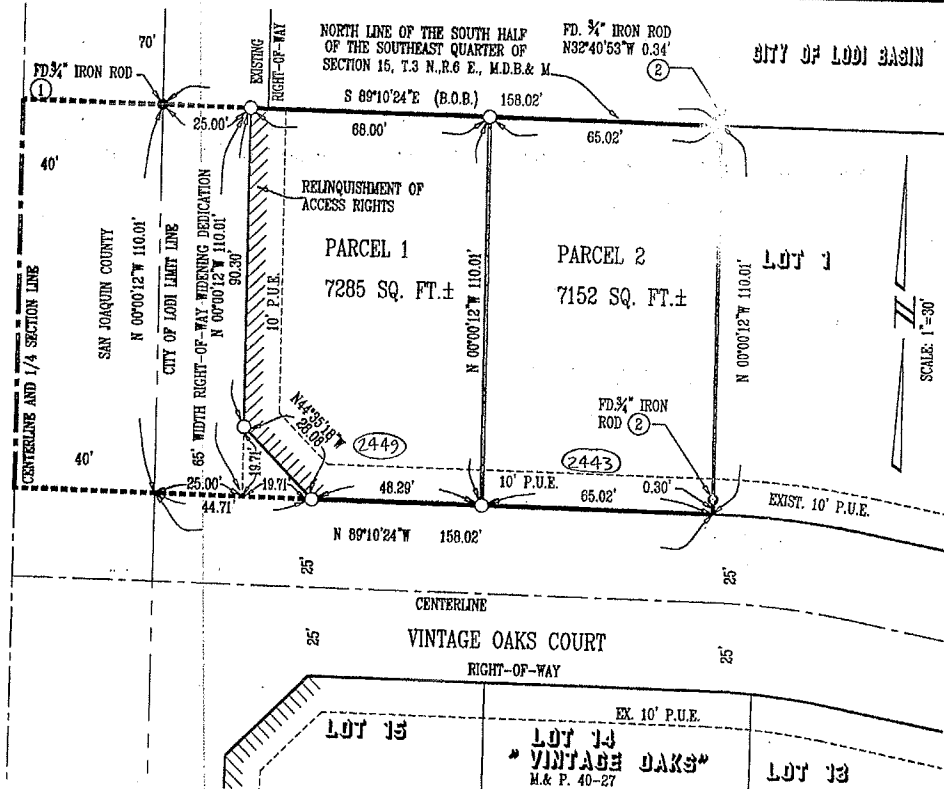
40-21B



40-27B

STREET EASEMENT D.N. 2004-194520

LOWER SACRAMENTO ROAD



**LEGEND:**

S.F.M. SEARCHED, FOUND NOTHING  
FD. FOUND  
SEC. SECTION  
P.M. PARCEL MAP  
R.S. RECORD OF SURVEY  
M. & P. MAPS AND PLATS  
REF. REFERENCE  
B.O.B. BASIS OF BEARINGS  
P.U.E. PUBLIC UTILITY EASEMENT  
RESTRICTED ACCESS

- SET 3/4" X 30" IRON ROD CAPPED AND STAMPED L.S. 7889, UNLESS OTHERWISE NOTED.
- FD. MONUMENT AS NOTED.

**REFERENCES**

- ① P.M. 22-05
- ② M&P 40-27



**BAUMBACH & PIAZZA, INC.**

**CIVIL ENGINEERS  
SURVEYORS**  
LODI, CALIF.

**PARCEL MAP of**  
**BEING A PORTION OF THE NORTH 5 ACRES OF THE WEST**  
**20 ACRES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF**  
**SECTION 15, T.3 N., R.6 E., M.D.B. & M.,**  
**CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA**  
**JUNE, 2005** **SCALE: 1" = 30'**

**BASIS OF BEARINGS:**

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15, AS SHOWN ON M. & P. 40-27 AS S 89°10'24"E.

**SURVEYOR'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JOHN D. GERLACK ON DECEMBER 23, 2004. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 13<sup>TH</sup> DAY OF OCTOBER, 2005

*Joshua Cook Elson*  
JOSHUA COOK ELSON, L.S. 7889  
LICENSE EXPIRATION DATE: 12/31/06

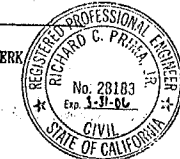


**PUBLIC WORKS DIRECTOR'S STATEMENT:**

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. PURSUANT TO THE AUTHORITY OF ORDINANCE NO. 1302 OF THE CITY OF LODI, I ACCEPT ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS THE 65-FOOT ROAD RIGHT-OF-WAY WIDENING ALONG LOWER SACRAMENTO ROAD THE 19.71-FOOT BY 19.71-FOOT CORNER CUT-OFF, RELINQUISHMENT TO THE CITY OF LODI ALL ACCESS RIGHTS OF PARCEL 1 TO AND FROM LOWER SACRAMENTO ROAD ALL AS SHOWN ON THIS PARCEL MAP.

DATED THIS 13<sup>TH</sup> DAY OF OCTOBER, 2005

*Richard C. Prima, Jr.*  
RICHARD C. PRIMA, JR., R.C.E. 28183  
PUBLIC WORKS DIRECTOR EX OFFICIO CITY CLERK  
OF THE CITY OF LODI  
REGISTRATION EXPIRATION DATE: 3-31-06



**RECORDER'S STATEMENT:**

FILED THIS 3<sup>RD</sup> DAY OF MARCH, 2006, AT \_\_\_\_\_ M. IN BOOK  
23 OF PARCEL MAPS, AT PAGE 180, AT THE REQUEST OF  
JOSHUA COOK ELSON.

FEE: \$ \_\_\_\_\_  
GARY W. FREEMAN  
ASSESSOR-RECORDER-COUNTY CLERK

BY: \_\_\_\_\_  
ASSISTANT/DEPUTY RECORDER

**NOTES:**

1. REFER TO CITY OF LODI TENTATIVE MAP APPLICATION # 05-P-003.
2. ALL REFERENCES ARE TO SAN JOAQUIN COUNTY RECORDS AND BOOK OR VOLUME PRECEDES PAGE.
3. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
4. THE P.U.E. DEDICATION TO THE CITY OF LODI GIVES THE CITY, OWNERS OF PUBLIC UTILITIES, OWNERS OF CABLE T.V. FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE, AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.
5. REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHTS-OF-WAY AND EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE STREET IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT OR WHEN REQUESTED BY THE CITY ON PARCELS 1 AND 2.

STATE OF CALIFORNIA  
COUNTY OF San Joaquin

ON 10-13-05 BEFORE ME Julie Kenkel NOTARY PUBLIC,  
PERSONALLY APPEARED John D. Gerlack AND  
Barbara A. Gerlack (PERSONALLY KNOWN TO ME) [PROVED TO ME ON THE BASIS OF  
SATISFACTORY EVIDENCE] TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE)  
SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT  
(HE) (SHE) (THEY) EXECUTED THE SAME IN (HIS) (HER) (THEIR) AUTHORIZED CAPACITY(IES),  
AND THAT BY (HIS) (HER) (THEIR) SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR  
THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED  
THE INSTRUMENT.

WITNESS MY HAND:  
*Julie Kenkel*

NOTARY PUBLIC IN AND FOR THE  
ABOVE-MENTIONED STATE AND COUNTY

MY COMMISSION EXPIRES: 12-3-05

**OWNERS' STATEMENT:**

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS PARCEL MAP AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE ALL PUBLIC UTILITY EASEMENTS THE 65-FOOT ROAD RIGHT-OF-WAY WIDENING ALONG LOWER SACRAMENTO ROAD THE 19.71-FOOT BY 19.71-FOOT CORNER CUT-OFF, RELINQUISHMENT TO THE CITY OF LODI ALL ACCESS RIGHTS OF PARCEL 1 TO AND FROM LOWER SACRAMENTO ROAD, ALL AS SHOWN ON THIS PARCEL MAP.

JOHN D. GERLACK AND BARBARA A. GERLACK, TRUSTEES OF  
GERLACK FAMILY LIVING TRUST, DATED FEBRUARY 2, 1991

DATED THIS 13<sup>TH</sup> DAY OF OCTOBER, 2005.

*John D. Gerlack* *Barbara A. Gerlack*  
JOHN D. GERLACK, TRUSTEE BARBARA A. GERLACK, TRUSTEE

STATE OF CALIFORNIA  
COUNTY OF

ON \_\_\_\_\_ BEFORE ME \_\_\_\_\_ NOTARY PUBLIC,  
PERSONALLY APPEARED \_\_\_\_\_ AND  
\_\_\_\_\_ (PERSONALLY KNOWN TO ME) [PROVED TO ME ON THE BASIS OF  
SATISFACTORY EVIDENCE] TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE)  
SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT  
(HE) (SHE) (THEY) EXECUTED THE SAME IN (HIS) (HER) (THEIR) AUTHORIZED CAPACITY(IES),  
AND THAT BY (HIS) (HER) (THEIR) SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR  
THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED  
THE INSTRUMENT.

WITNESS MY HAND:

NOTARY PUBLIC IN AND FOR THE  
ABOVE-MENTIONED STATE AND COUNTY

MY COMMISSION EXPIRES:

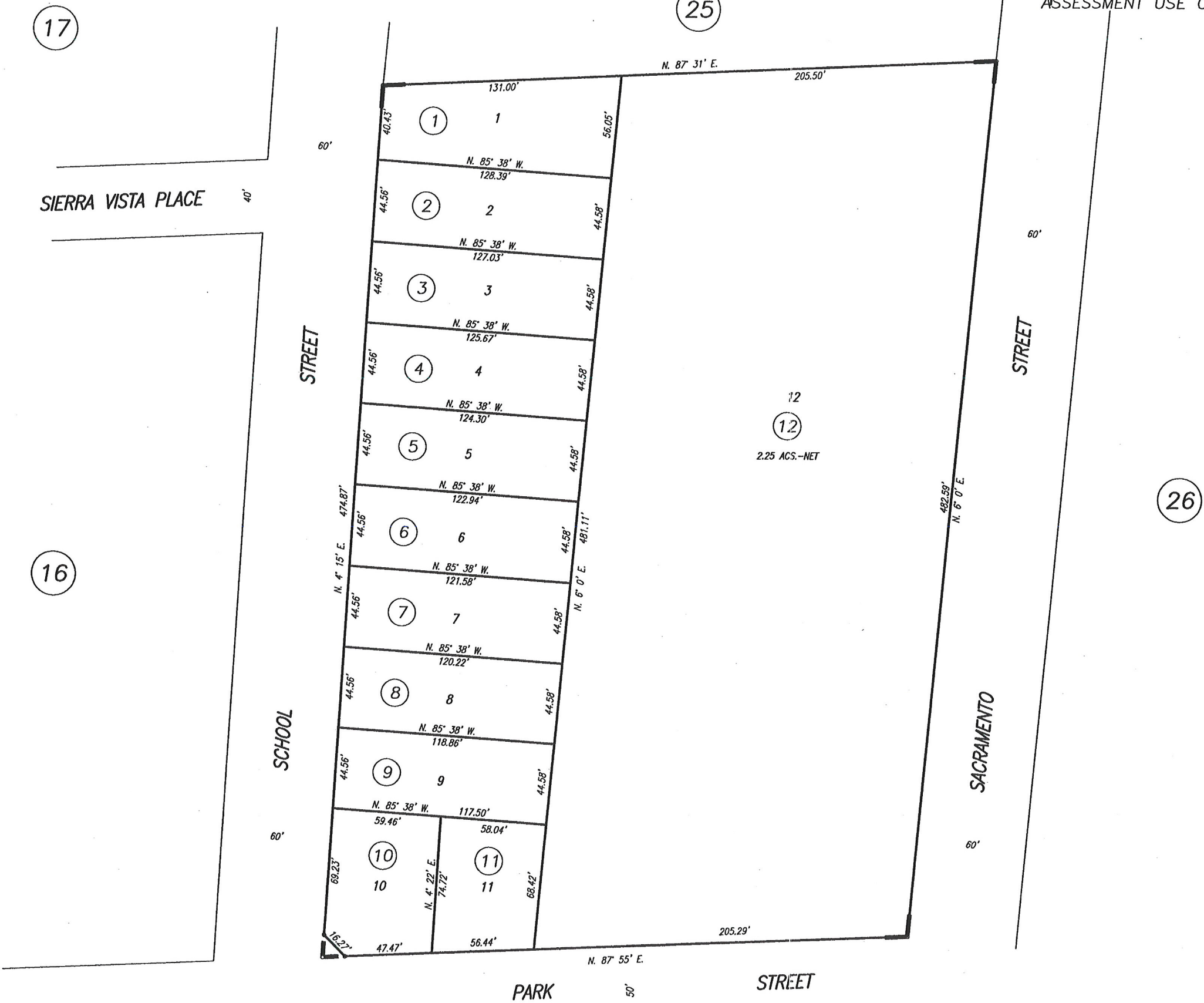
005 P 0003

Zone 9

INTERLAKE SQUARE

THIS MAP IS FOR  
ASSESSMENT USE ONLY

045-34



HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
07-08	12		

CITY OF LODI  
Assessor's Map Bk.045 Pg.34  
County of San Joaquin, Calif.

**OWNERS' STATEMENT:**

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3532, SUBDIVISIONS OF SAN JOAQUIN COUNTY, INTERLAKE SQUARE", CITY OF LODI, CALIFORNIA AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE ALL PUBLIC UTILITY EASEMENTS AND THE 12.20' x 12.20' CORNER CUTOFF ALONG SCHOOL AND PARK STREETS ALL AS SHOWN ON THIS FINAL MAP.

CLUFF LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY

DATED THIS 7th DAY OF November, 2005.

Richard Hanson  
RICHARD HANSON - MANAGING PARTNER

STOCKTON AUXILIARY CORPORATION, TRUSTEE

DATED THIS 14th DAY OF November, 2005.

Henry Claussen  
HENRY CLAUSSEN - PRESIDENT Vice President

LAFAYETTE CAPITAL GROUP, INC., TRUSTEE

DATED THIS 11th DAY OF November, 2005.

Steven L. Ruegg  
STEVEN L. RUEGG - PRESIDENT

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA  
COUNTY OF SAN JOAQUIN

ON 11-11-05, BEFORE ME, IVAN L. SUESS, NOTARY PUBLIC, PERSONALLY APPEARED RICHARD HANSON, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

Ivan L. Suess  
NOTARY PUBLIC IN AND FOR THE  
ABOVE-MENTIONED STATE AND COUNTY

MY COMMISSION EXPIRES: 4 APR 07

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA  
COUNTY OF SAN JOAQUIN

ON November 14th 2005 BEFORE ME, Patricia Rimstiel, NOTARY PUBLIC, PERSONALLY APPEARED HENRY CLAUSSEN, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

Patricia Rimstiel  
NOTARY PUBLIC IN AND FOR THE  
ABOVE-MENTIONED STATE AND COUNTY

MY COMMISSION EXPIRES: April 27th 2006

**SURVEYOR'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CLUFF, LLC ON DECEMBER 15, 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID SUBDIVISION IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LODI, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

DATED THIS 14th DAY OF November, 2005.

Eugene L. Vocu  
EUGENE L. VOCU, L.S. 4479  
LICENSE EXPIRATION DATE: 03/31/06

# TRACT NO. 3532

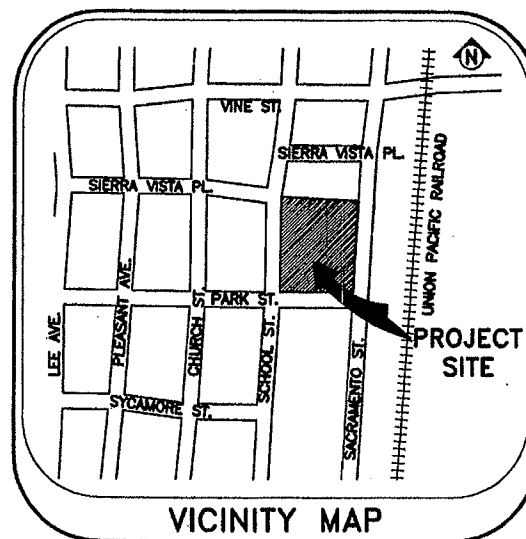
## SUBDIVISIONS OF SAN JOAQUIN COUNTY

### INTERLAKE SQUARE

BEING A PORTION OF LOT 1 OF A.J. LARSON'S SUBDIVISION IN THE  
SOUTHWEST 1/4 OF SECTION 12, T. 3N., R. 6 E., M.D.B. & M.,  
CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA

PREPARED BY:

CONTI & ASSOCIATES, INC.  
CIVIL CONSULTING ENGINEER  
STOCKTON, CALIFORNIA MAY, 2005

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA  
COUNTY OF SAN JOAQUIN Contra Costa

ON November 11, 2005, BEFORE ME, Amy S. Price, NOTARY PUBLIC, PERSONALLY APPEARED STEVEN L. RUEGG, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

Amy S. Price  
NOTARY PUBLIC IN AND FOR THE  
ABOVE-MENTIONED STATE AND COUNTY

MY COMMISSION EXPIRES: 2/27/08

**PUBLIC WORKS DIRECTOR'S STATEMENT:**

I, RICHARD C. PRIMA, JR., HEREBY STATE THAT I AM THE PUBLIC WORKS DIRECTOR OF THE CITY OF LODI, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3532, SUBDIVISIONS OF SAN JOAQUIN COUNTY, INTERLAKE SQUARE", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 7th DAY OF August, 2005.

Richard C. Prima, Jr.  
RICHARD C. PRIMA, JR., R.C.E. 28183  
PUBLIC WORKS DIRECTOR  
REGISTRATION EXPIRATION DATE: 3-31-08

**CITY CLERK'S STATEMENT:**

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE 2nd DAY OF August, 2005, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA APPROVED THIS FINAL MAP OF "TRACT NO. 3532, SUBDIVISIONS OF SAN JOAQUIN COUNTY, INTERLAKE SQUARE", CITY OF LODI, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS ALL AS SHOWN ON THIS FINAL MAP AND ACCEPTED THE OFFER OF DEDICATION OF THE 12.20' x 12.20' CORNER CUTOFF ALONG SCHOOL AND PARK STREETS SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON OF SAID CORNER CUTOFF IN ACCORDANCE WITH TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 7th DAY OF August, 2005.

Susan J. Blackston  
SUSAN J. BLACKSTON, CITY CLERK  
AND CLERK OF THE CITY COUNCIL

**COUNTY SURVEYOR'S STATEMENT:**

I, THOMAS R. FLINN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3532, SUBDIVISIONS OF SAN JOAQUIN COUNTY, INTERLAKE SQUARE", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 22nd DAY OF NOVEMBER, 2005.

Jeff Lund  
THOMAS R. FLINN, R.C.E. 23341  
COUNTY SURVEYOR  
REGISTRATION EXPIRATION DATE: 12-31-05

**RECORDER'S STATEMENT:**

FILED THIS 11 DAY OF AUGUST, 2005, AT  
247 P. M. IN BOOK 40 OF MAPS AND PLATS, AT PAGE  
89, AT THE REQUEST OF RICHARD HANSON.

FEE: \$ 13.00

Gary W. Freeman  
GARY W. FREEMAN  
ASSESSOR-RECORDER-COUNTY CLERK

Patricia Rimstiel  
BY Patricia Rimstiel  
ASSISTANT/DEPUTY RECORDER

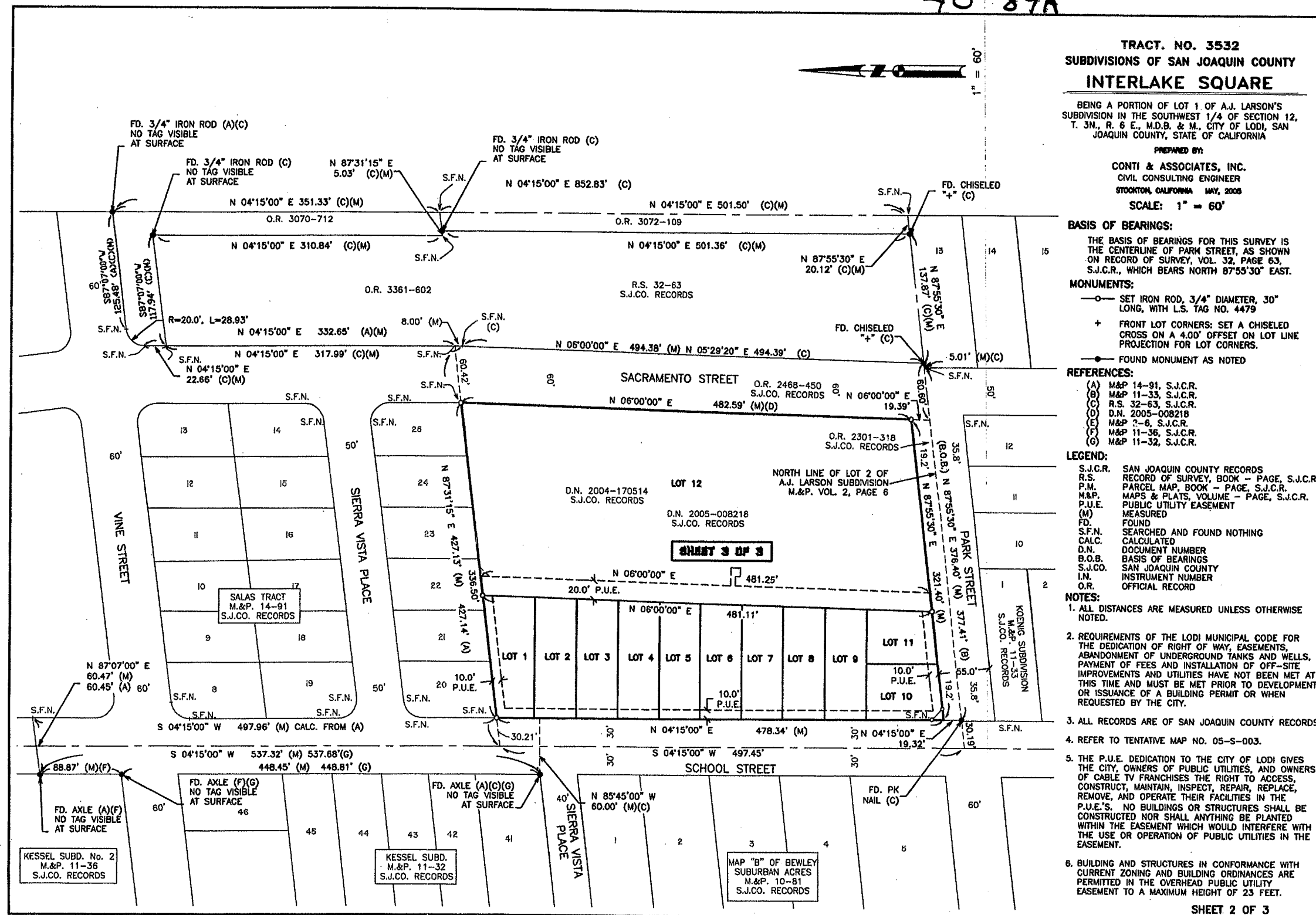
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Page 1 of 3  
Recorded in Official Records  
County of San Joaquin  
COPY 1, REEL 00  
Assessor-Recorder-County Clerk  
Paid by SHOWN ON DOCUMENT

SHEET 1 OF 3

40 - 89

005S003-1

40-89A



TRACT. NO. 3532  
SUBDIVISIONS OF SAN JOAQUIN COUNTY  
INTERLAKE SQUARE

BEING A PORTION OF LOT 1 OF A.J. LARSON'S  
SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 12,  
T. 3N., R. 6 E., M.D.B. & M., CITY OF LODI, SAN  
JOAQUIN COUNTY, STATE OF CALIFORNIA

PREPARED BY:  
CONTI & ASSOCIATES, INC.  
CIVIL CONSULTING ENGINEER  
STOCKTON, CALIFORNIA MAY, 2008

SCALE: 1" = 60'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS  
THE CENTERLINE OF PARK STREET, AS SHOWN  
ON RECORD OF SURVEY, VOL. 32, PAGE 63,  
S.J.C.R., WHICH BEARS NORTH 87°55'30" EAST.

MONUMENTS:

- SET IRON ROD, 3/4" DIAMETER, 30"  
LONG, WITH L.S. TAG NO. 4479
- + FRONT LOT CORNERS: SET A CHISELED  
CROSS ON A 4.00' OFFSET ON LOT LINE  
PROJECTION FOR LOT CORNERS.
- FOUND MONUMENT AS NOTED

REFERENCES:

- (A) M&P 14-91, S.J.C.R.
- (B) M&P 11-33, S.J.C.R.
- (C) R.S. 32-63, S.J.C.R.
- (D) D.N. 2005-008218
- (E) M&P 7-6, S.J.C.R.
- (F) M&P 11-36, S.J.C.R.
- (G) M&P 11-32, S.J.C.R.

LEGEND:

- S.J.C.R. SAN JOAQUIN COUNTY RECORDS
- R.S. RECORD OF SURVEY, BOOK - PAGE, S.J.C.R.
- P.M. PARCEL MAP, BOOK - PAGE, S.J.C.R.
- M&P. MAPS & PLATS, VOLUME - PAGE, S.J.C.R.
- P.U.E. PUBLIC UTILITY EASEMENT
- (M) MEASURED
- FD. FOUND
- S.F.N. SEARCHED AND FOUND NOTHING
- CALC. CALCULATED
- D.N. DOCUMENT NUMBER
- B.O.B. BASIS OF BEARINGS
- S.J.CO. SAN JOAQUIN COUNTY
- I.N. INSTRUMENT NUMBER
- O.R. OFFICIAL RECORD

NOTES:

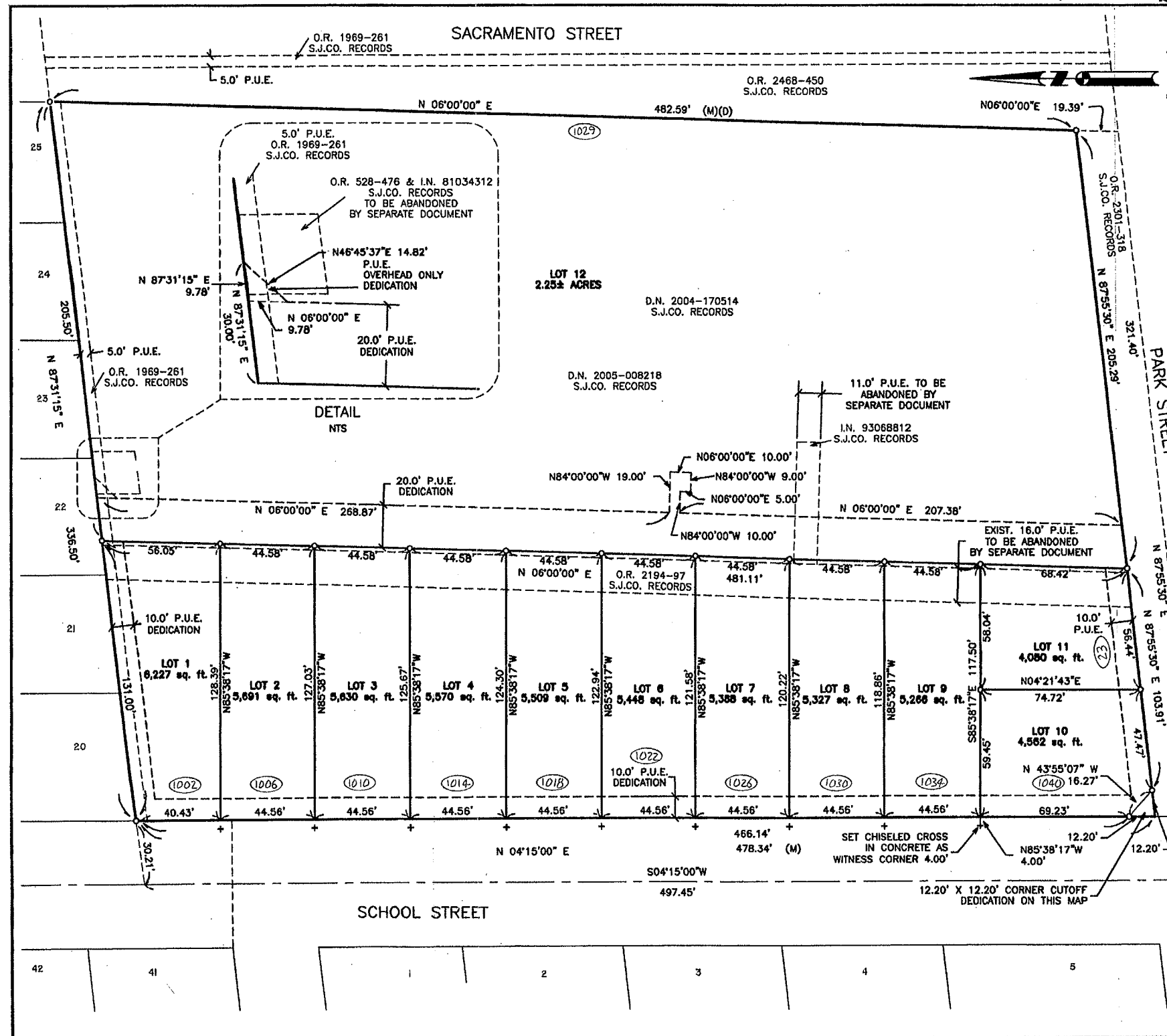
1. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE  
NOTED.
2. REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR  
THE DEDICATION OF RIGHT OF WAY, EASEMENTS,  
ABANDONMENT OF UNDERGROUND TANKS AND WELLS,  
PAYMENT OF FEES AND INSTALLATION OF OFF-SITE  
IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT  
THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT  
OR ISSUANCE OF A BUILDING PERMIT OR WHEN  
REQUESTED BY THE CITY.
3. ALL RECORDS ARE OF SAN JOAQUIN COUNTY RECORDS.
4. REFER TO TENTATIVE MAP NO. 05-S-003.
5. THE P.U.E. DEDICATION TO THE CITY OF LODI GIVES  
THE CITY, OWNERS OF PUBLIC UTILITIES, AND OWNERS  
OF CABLE TV FRANCHISES THE RIGHT TO ACCESS,  
CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE,  
REMOVE, AND OPERATE THEIR FACILITIES IN THE  
P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE  
CONSTRUCTED NOR SHALL ANYTHING BE PLANTED  
WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH  
THE USE OR OPERATION OF PUBLIC UTILITIES IN THE  
EASEMENT.
6. BUILDING AND STRUCTURES IN CONFORMANCE WITH  
CURRENT ZONING AND BUILDING ORDINANCES ARE  
PERMITTED IN THE OVERHEAD PUBLIC UTILITY  
EASEMENT TO A MAXIMUM HEIGHT OF 23 FEET.

SHEET 2 OF 3

40-89A

005S003-2





40-89B

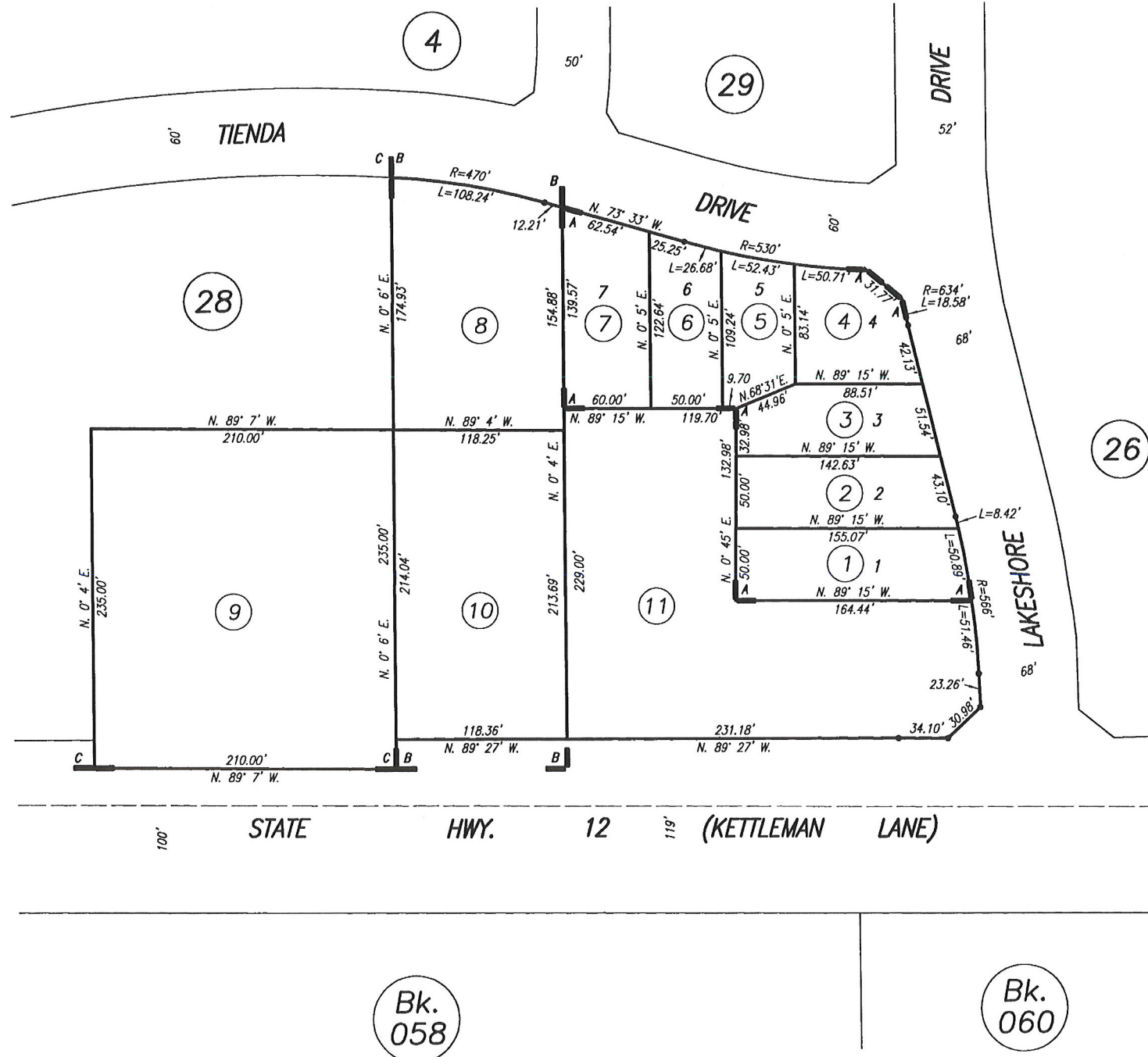
005S003-3

POR. S.W. 1/4 SEC. 11 T.3N. R.6E., M.D.B.&M.  
 A - LAKESHORE PROPERTIES

THIS MAP IS FOR  
 ASSESSMENT USE ONLY

031-33

Zone 10



City of Lodi, Community Development Department, Received 11/18/2005

HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
06-07	11		

CITY OF LODI  
 Assessor's Map Bk.301 Pg.33  
 County of San Joaquin, Calif.

06-07

A - R. M. Bk. 40 Pg. 023  
 B - P. M. Bk. 22 Pg. 110  
 C - P. M. Bk. 07 Pg. 125

NOTE: Assessor's Parcel Numbers Shown in Circles.  
 Assessor's Block Numbers Shown in Ellipses.



### OWNERS'/BENEFICIARY'S STATEMENT:

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3515, SUBDIVISIONS OF SAN JOAQUIN COUNTY, LAKESHORE PROPERTIES", CITY OF LODI, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

DATED THIS 8<sup>TH</sup> DAY OF APRIL, 2005.

David S. Wilson  
DAVID S. WILSON, AS OWNER

DATED THIS 8<sup>TH</sup> DAY OF April, 2005.

Sandra W. Wilson  
SANDRA W. WILSON, AS OWNER

DATED THIS 20<sup>TH</sup> DAY OF APRIL, 2005.

PLACER SIERRA BANK, A CALIFORNIA BANKING CORPORATION,  
SUCCESSOR BY MERGER WITH BANK OF LODI, N.A., A NATIONAL  
BANKING ASSOCIATION, AS BENEFICIARY

Scott Holtzhaus

Senior Vice President

DOC # 2005-241706  
09/27/2005 02:04P Fee:10.00  
Page 1 of 2  
Recorded in Official Records  
County of San Joaquin  
GARY W. FREEMAN  
Assessor-Recorder-County Clerk  
Paid by SIGNER ON DOCUMENT



STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

ON 4/8/05, BEFORE ME, S.E. Fidler, NOTARY PUBLIC, PERSONALLY APPEARED DAVID S. WILSON AND SANDRA W. WILSON, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:  
S.E. Fidler

NOTARY PUBLIC IN AND FOR THE  
ABOVE-MENTIONED STATE AND COUNTY  
MY COMMISSION EXPIRES: 12/17/08

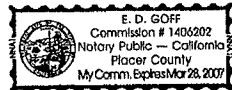


STATE OF CALIFORNIA  
COUNTY OF PLACER

ON APRIL 20, 2005, BEFORE ME, E.D. Goff, NOTARY PUBLIC, PERSONALLY APPEARED SCOTT HOLTZHAUS, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:  
E.D. Goff

NOTARY PUBLIC IN AND FOR THE  
ABOVE-MENTIONED STATE AND COUNTY  
MY COMMISSION EXPIRES: MARCH 28, 2007



D.D. SHEET NO. 15A

## TRACT NO. 3515

SUBDIVISIONS OF SAN JOAQUIN COUNTY

## LAKESHORE PROPERTIES

BEING A PORTION OF THE SOUTHWEST QUARTER OF  
SECTION 11, T.3N., R.6E.,  
M.D.B.&M.,

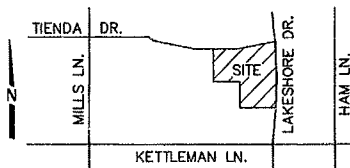
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

### DILLON & MURPHY

CONSULTING CIVIL ENGINEERS

ENGINEERING • PLANNING • SURVEYING

APRIL, 2005  
SHEET 1 OF 2



VICINITY MAP  
N.T.S.

### CITY CLERK'S STATEMENT:

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE 21 DAY OF September, 2005, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA APPROVED THIS FINAL MAP OF "TRACT NO. 3515, SUBDIVISIONS OF SAN JOAQUIN COUNTY, LAKESHORE PROPERTIES", CITY OF LODI, CALIFORNIA, IN ACCORDANCE WITH TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 26 DAY OF September, 2005.

Susan J. Blackston  
SUSAN J. BLACKSTON, CITY CLERK  
AND CLERK OF THE CITY COUNCIL



### NOTES:

1. REFER TO TENTATIVE MAP APPLICATION NO. 05-S-002.
2. THE P.U.E. DEDICATION TO THE CITY GIVES THE CITY, OWNERS OF PUBLIC UTILITIES AND OWNERS OF CABLE TV FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.
3. THIS SUBDIVISION CONTAINS 1.07± ACRES GROSS.
4. THIS SITE IS NOT SUBJECT TO A 100-YEAR FLOOD.
5. ALL REFERENCES ARE TO SAN JOAQUIN COUNTY RECORDS AND BOOK OR VOLUME PRECEDES PAGE.
6. REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHTS-OF-WAY, EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE STREET IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT OR WHEN REQUESTED BY THE CITY.
7. A 5-FOOT PRIVATE EASEMENT OVER LOT 3 FOR SANITARY SEWER SERVICE PURPOSES BENEFITING LOT 4 TO BE DEDICATED BY SEPARATE INSTRUMENT CONCURRENT WITH PARCEL CONVEYANCE.

### ENGINEER'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DAVID S. WILSON ON MARCH 14, 2005. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 13<sup>TH</sup> DAY OF April, 2005.

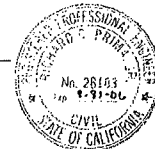
Cecil Dillon  
CECIL DILLON R.C.E. 25835  
REGISTRATION EXPIRATION DATE: 12-31-05

### PUBLIC WORKS DIRECTOR'S STATEMENT:

I, RICHARD C. PRIMA, JR., HEREBY STATE THAT I AM THE PUBLIC WORKS DIRECTOR OF THE CITY OF LODI, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3515, SUBDIVISIONS OF SAN JOAQUIN COUNTY, LAKESHORE PROPERTIES", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 23<sup>RD</sup> DAY OF September, 2005.

Richard C. Prima, Jr.  
RICHARD C. PRIMA, JR., R.C.E. 28183  
PUBLIC WORKS DIRECTOR  
REGISTRATION EXPIRATION DATE: 3-31-06



### COUNTY SURVEYOR'S STATEMENT:

I, THOMAS R. FLINN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3515, SUBDIVISIONS OF SAN JOAQUIN COUNTY, LAKESHORE PROPERTIES", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 17<sup>TH</sup> DAY OF JUNE, 2005.

Jeff D. Lund  
for THOMAS R. FLINN, RCE 23341  
COUNTY SURVEYOR OF SAN JOAQUIN COUNTY, CALIFORNIA  
REGISTRATION EXPIRATION DATE: 12-31-05



### RECORDER'S STATEMENT:

FILED THIS 27 DAY OF September, 2005, AT 2:04  
P.M. IN BOOK 40 OF MAPS AND PLATS, AT PAGE 23, AT  
THE REQUEST OF CECIL DILLON.

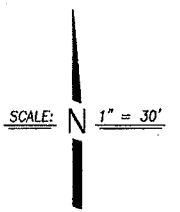
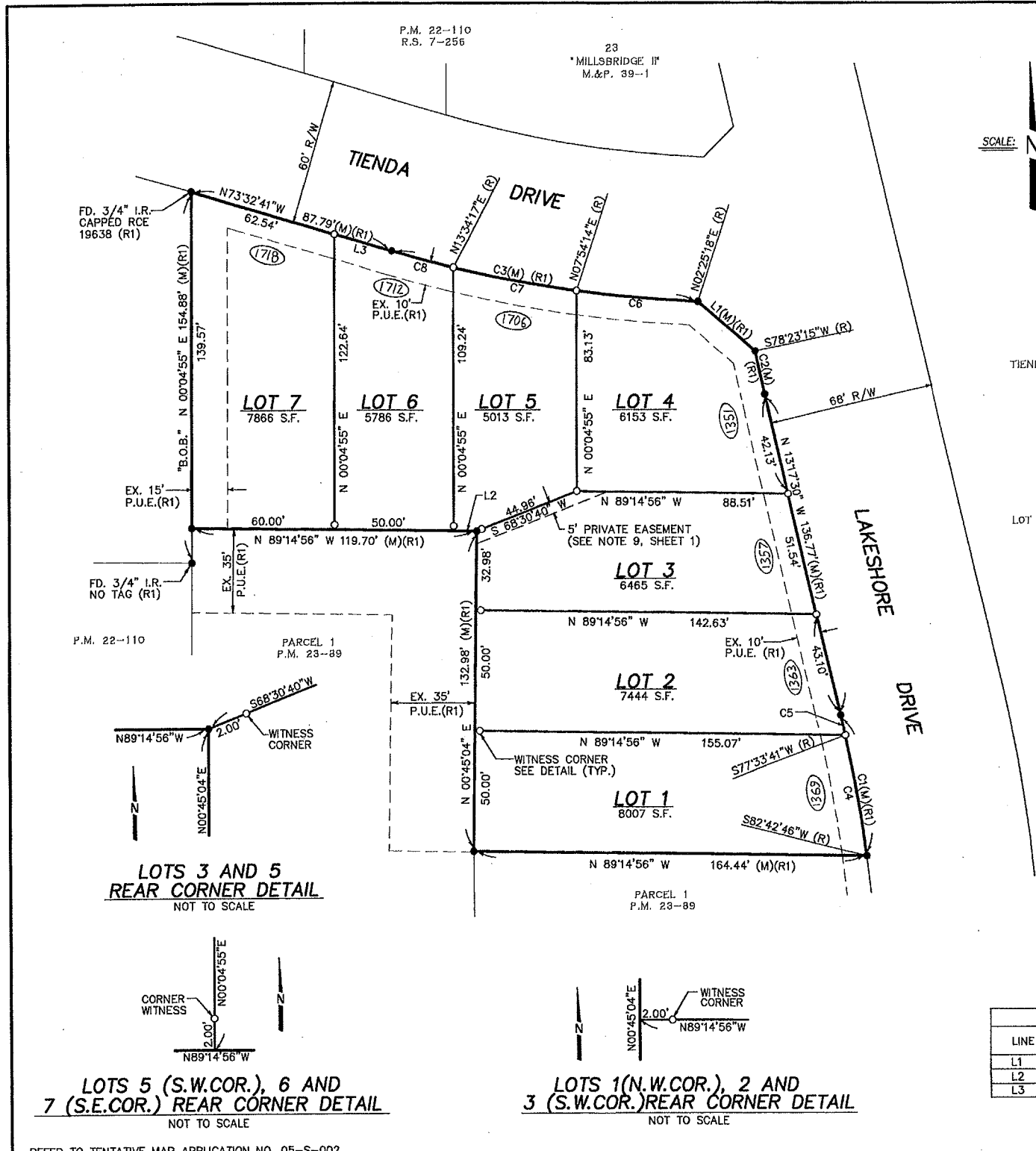
FEE: \$ 10.00

Gary W. Freeman  
GARY W. FREEMAN  
ASSESSOR-RECORDER-COUNTY CLERK  
BY: Chantima Moreno  
ASSISTANT/DEPUTY RECORDER

0416/PHASE2/FINALMAP

40-23 005S002-1

40-23A



TIENDA PLACE, UNIT NO. 1  
 M.&P. 36-60

Lot C

**TRACT NO. 3515**  
 SUBDIVISIONS OF SAN JOAQUIN COUNTY  
**LAKE SHORE PROPERTIES**  
 BEING A PORTION OF THE SOUTHWEST QUARTER OF  
 SECTION 11, T.3N., R.6E.,  
 M.D.B.&M.,  
 CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA  
**DILLON & MURPHY**  
 CONSULTING CIVIL ENGINEERS  
 ENGINEERING • PLANNING • SURVEYING  
 APRIL, 2005  
 SHEET 2 OF 2

**BASIS OF BEARINGS:**  
 THE WESTERLY PROPERTY LINE OF PARCELS 1 AND 2 OF THAT CERTAIN  
 MAP FILED FOR RECORD IN BOOK 23 OF PARCEL MAPS, AT PAGE 89,  
 SAN JOAQUIN COUNTY RECORDS, BEARS N 00° 04' 55" E.

**MONUMENTS SET:**  
 3/4" X 30" IRON ROD WITH CAP STAMPED R.C.E. 25835  
 AND SHOWN THUS —○—, UNLESS OTHERWISE NOTED.

- LEGEND:**
- FOUND 3/4" I.R. CAPPED AND STAMPED R.C.E. 25835 (R1) UNLESS OTHERWISE NOTED.
  - P.M. PARCEL MAP
  - FD. FOUND
  - I.R. IRON ROD
  - R.S. RECORD OF SURVEY
  - M.&P. MAPS AND PLATS
  - "B.O.B." BASIS OF BEARINGS
  - S.F.N. SEARCHED, FOUND NOTHING
  - P.U.E. PUBLIC UTILITY EASEMENT
  - (R1) P.M. 23-89
  - (R2) P.M. 22-110
  - (R3) M.&P. 36-60
  - R/W RIGHT-OF-WAY
  - S.F. SQUARE FEET
  - (M) MEASURED

**NOTE:**  
 ALL LOT DIMENSIONS SHOWN ALONG LOT LINES THAT CONTAIN  
 A WITNESS CORNER ARE FROM LOT CORNER TO LOT CORNER.

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	59.31'	566.00'	06°00'16"	S 10°17'22" E 59.29'
C2	18.58'	634.00'	01°40'45"	N 12°27'08" W 18.58'
C3	129.82'	530.00'	14°02'01"	S 80°33'45" E 129.49'
C4	50.89'	566.00'	05°09'05"	N 09°51'47" W 50.87'
C5	8.42'	566.00'	00°51'11"	N 12°51'54" W 8.43'
C6	50.71'	530.00'	05°28'56"	N 84°50'14" W 50.69'
C7	52.43'	530.00'	05°40'03"	N 79°15'45" W 52.40'
C8	26.68'	530.00'	02°53'02"	N 74°59'27" W 26.68'

LINE TABLE		
LINE	LENGTH	BEARING
L1	31.77'	S 49°37'16" E
L2	9.70'	S 89°14'56" E
L3	25.25'	N 73°32'41" W

005S002-2  
 0416/PHASE2/FINAL.MXD

40-23A





5-161

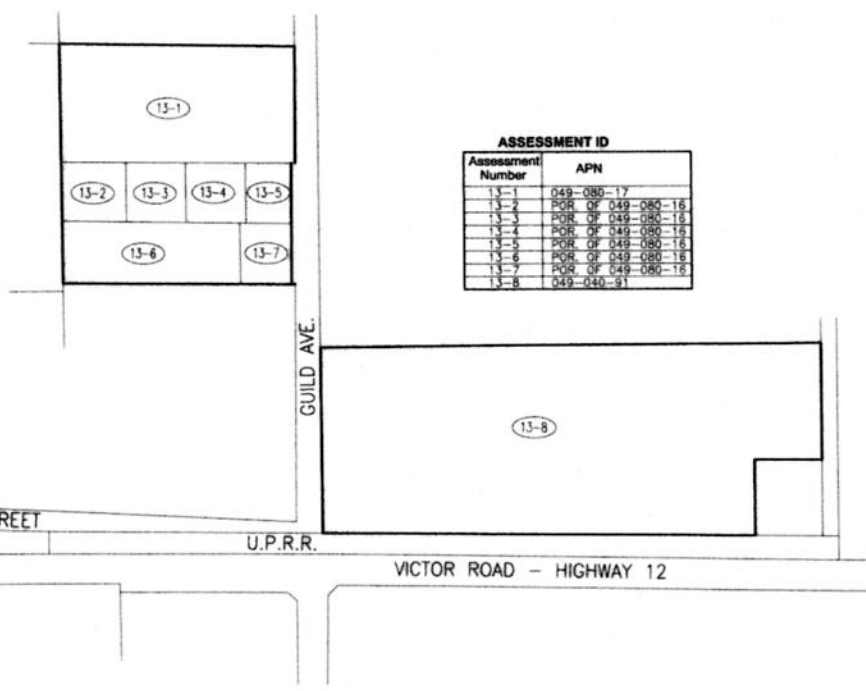
SHEET 1 OF 1

# ASSESSMENT DIAGRAM

## LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1

### ZONE 13 - GUILD AVENUE INDUSTRIAL

CITY OF LODI  
SAN JOAQUIN  
STATE OF CALIFORNIA



Assessment Number	APN
13-1	049-080-17
13-2	POR. OF 049-080-16
13-3	POR. OF 049-080-16
13-4	POR. OF 049-080-16
13-5	POR. OF 049-080-16
13-6	POR. OF 049-080-16
13-7	POR. OF 049-080-16
13-8	049-040-01

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21<sup>st</sup> DAY OF February, 2007

*Christina M. Moreno, Deputy*  
CITY CLERK  
CITY OF LODI  
SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXATION INTO THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 4<sup>th</sup> DAY OF April, 2007, BY ITS RESOLUTION NO. 8007-60

*Christina M. Moreno, Deputy*  
CITY CLERK  
CITY OF LODI  
SAN JOAQUIN COUNTY, CALIFORNIA

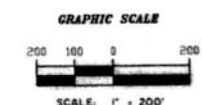
FILED THIS 2 DAY OF MAY, 2007, AT THE HOUR OF 1:41 O'CLOCK P.M. IN BOOK 5 AT PAGE 161 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

*Gary W. Freeman by Christina Moreno*  
DEPUTY  
COUNTY RECORDER  
COUNTY OF SAN JOAQUIN

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

Doc #: 2007-084388  
2/22/07 1:41 PM  
Page: 1 of 1 Fee: \$7.00  
Gary W. Freeman  
San Joaquin County Recorder  
Paid By: SHOWN ON DOCUMENT

- LEGEND**
- ANNEXATION BOUNDARY
  - PARCEL LINES
  - (13-6) ASSESSMENT NUMBER



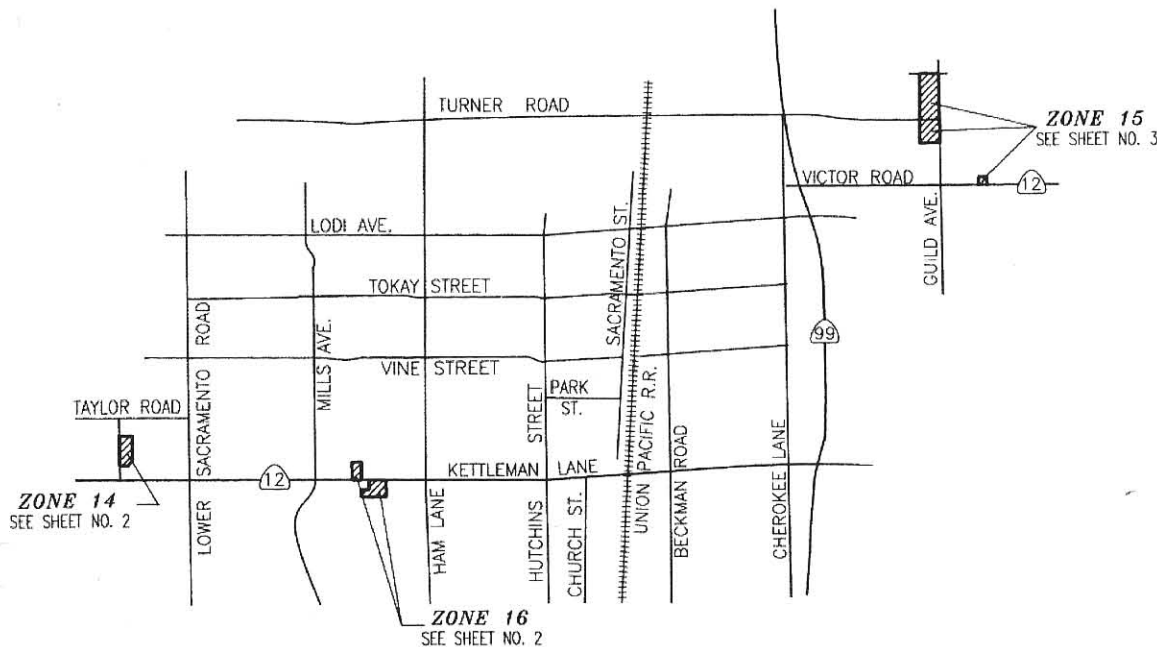
5-161

# ASSESSMENT DIAGRAM

## LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1

### ZONES 14, 15 & 16

CITY OF LODI  
SAN JOAQUIN  
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21<sup>ST</sup>  
DAY OF May, 2008.

*[Signature]*  
CITY CLERK  
CITY OF LODI  
SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXATION INTO THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 21<sup>ST</sup> DAY OF May, 2008, BY ITS RESOLUTION NO. 4008-93.

*[Signature]*  
CITY CLERK  
CITY OF LODI  
SAN JOAQUIN COUNTY, CALIFORNIA

FILED THIS 13<sup>TH</sup> DAY OF June, 2008, AT THE HOUR OF 9:37 O'CLOCK A.M., IN BOOK 5 AT PAGE 105 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

*[Signature]*  
DEPUTY  
COUNTY RECORDER  
COUNTY OF SAN JOAQUIN  
*Jeanette A. Davis*

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

#### LEGEND

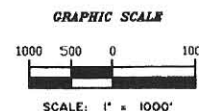
— ANNEXATION BOUNDARY/ BENEFIT ZONE BOUNDARY

NBS

32605 Temecula Parkway, Suite 100  
Temecula, CA 92592

Local Government Solutions

Doc #: 2008-997886  
Fri Jun 13 09:37:40 PDT 2008 9:37 AM  
Page: 1 of 3 Fee: \$14.00  
Gary U. Freeman  
San Joaquin County Recorder  
Paid By: SLOAN ON DOCUMENT  
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD.





5-193A

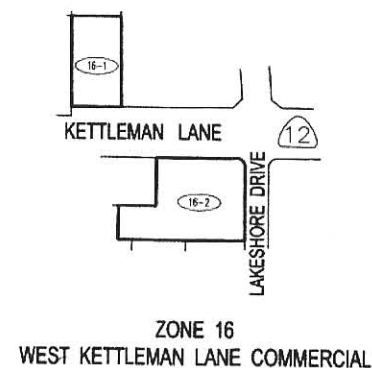
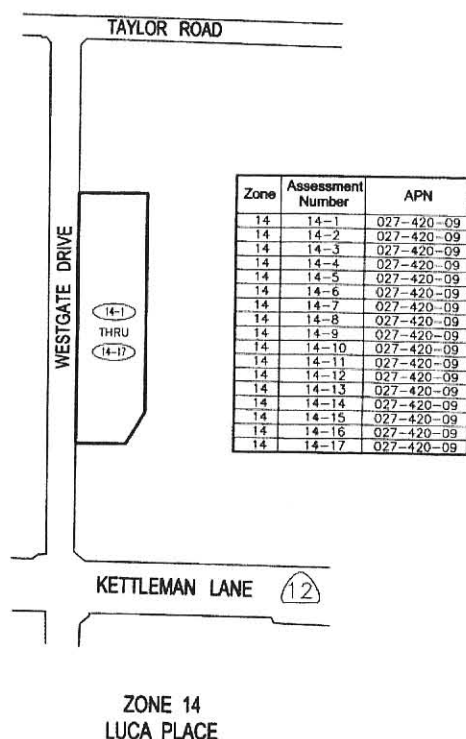
SHEET 2 OF 3

# ASSESSMENT DIAGRAM

## LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1

### ZONES 14, 15 & 16

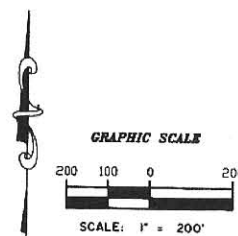
CITY OF LODI  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA



ASSESSMENT ID		
Zone	Assessment Number	APN
16	16-1	031-330-10
16	16-2	058-160-86

N | B | S

32605 Temecula Parkway, Suite 100  
Temecula, CA 92592  
Local Government Solutions



#### LEGEND

- ASSESSMENT DISTRICT BOUNDARY
- PARCEL LINES
- ASSESSMENT NUMBER

5-193A

5-193B

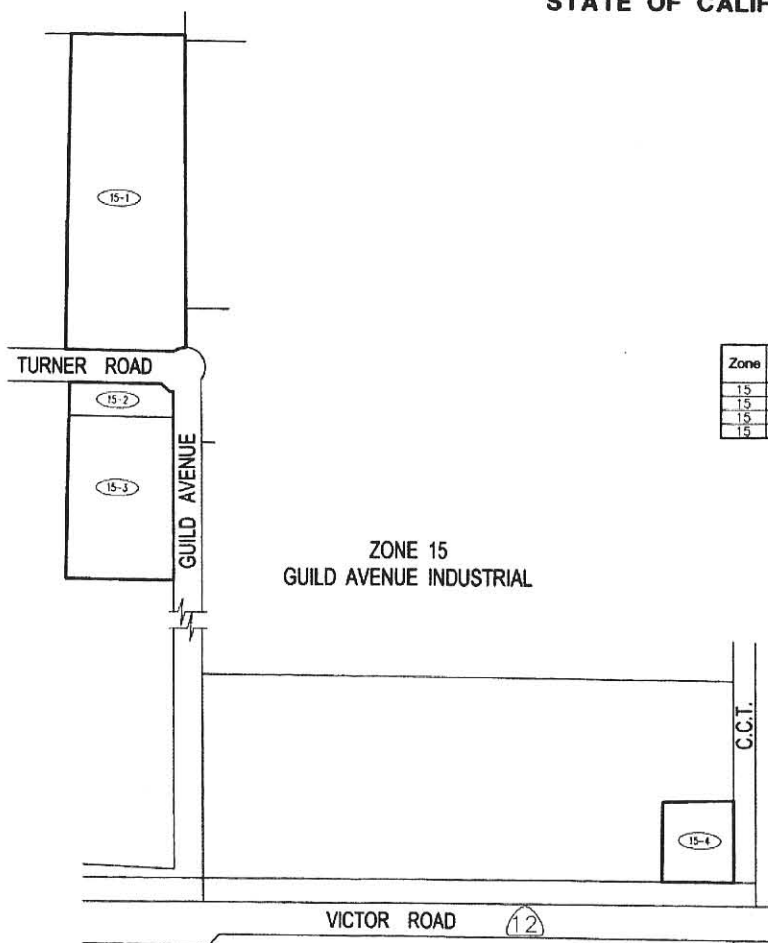
SHEET 3 OF 3

# ASSESSMENT DIAGRAM

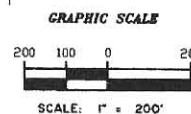
## LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1

### ZONES 14, 15 & 16

CITY OF LODI  
COUNTY OF SAN JOAQUIN  
STATE OF CALIFORNIA



ASSESSMENT ID		
Zone	Assessment Number	APN
15	15-1	049-330-04
15	15-2	049-330-10
15	15-3	049-330-11
15	15-4	049-340-38



#### LEGEND

- ASSESSMENT DISTRICT BOUNDARY
- PARCEL LINES
- ASSESSMENT NUMBER

NBS

32805 Temecula Parkway, Suite 100  
Temecula, CA 92592

Local Government Solutions

5-192R



RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
CONFIRMING THE DIAGRAM AND ASSESSMENT  
FOR THE LODI CONSOLIDATED LANDSCAPE  
MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1  
FOR FISCAL YEAR 2012/13

=====

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* ("Act") to establish the *Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1* ("Assessment District"); and

WHEREAS, the City of Lodi has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act; and

WHEREAS, the City Council has, by previous resolution, declared its intention to hold a Public Hearing on the levy of the proposed assessment and notice of such hearing has been duly given, in accordance with §22626 of the Act; and

WHEREAS, the City Council has held and concluded a Public Hearing on the levy of the proposed assessment and has considered all objection.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL, AS FOLLOW:

1. **Purpose of Assessment:** The assessment is to be levied and collected to pay the costs of operating, maintaining, and servicing the improvements described in the Annual Report, which is on file with the City Clerk.
2. **Compliance with the Law:** The assessment is in compliance with all provisions of the Act, Article XIII D of the Constitution of the State of California, and the Proposition 218 Omnibus Implementation Act.
3. **Basis of Assessment:** The assessment is based upon the estimated benefit from the improvements described in the Annual Report, which is on file with the City Clerk, and such assessment is calculated without regard to property valuation.
4. **Confirmation of Diagram and Assessment:** The Council hereby confirms the diagram and assessment, as detailed in the Annual Report on file with the City Clerk.
5. **Levy of Assessment:** Pursuant to §22631 of the Act, the adoption of this resolution shall constitute the levy of an assessment for the fiscal year commencing July 1, 2012 and ending June 30, 2013.
6. **Filing of Assessment:** The Council hereby orders NBS to file the assessment, as confirmed, with the San Joaquin County Auditor-Controller.

Dated: June 20, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_



***Please immediately confirm receipt  
of this fax by calling 333-6702***

CITY OF LODI  
P. O. BOX 3006  
LODI, CALIFORNIA 95241-1910

**ADVERTISING INSTRUCTIONS**

**SUBJECT: PUBLIC HEARING TO CONSIDER INTENTION TO LEVY AND  
COLLECT ASSESSMENTS FOR THE LODI CONSOLIDATED  
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-  
1 FOR FISCAL YEAR 2012/13**

**PUBLISH DATE: SATURDAY, MAY 19, 2012**

**LEGAL AD**

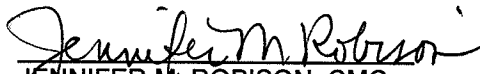
**TEAR SHEETS WANTED: One (1) please**

**SEND AFFIDAVIT AND BILL TO:  
LNS ACCT. #0510052**

RANDI JOHL, CITY CLERK  
City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910

**DATED: THURSDAY, MAY 17, 2012**

**ORDERED BY: RANDI JOHL  
CITY CLERK**

  
JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
MARIA BECERRA  
ADMINISTRATIVE CLERK

**Verify Appearance of this Legal in the Newspaper – Copy to File**

LNS	Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
	Phoned to confirm receipt of all pages at _____ (time) _____ CF _____ MB _____ JMR (initials)



## **DECLARATION OF POSTING**

### **PUBLIC HEARING TO CONSIDER INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1 FOR FISCAL YEAR 2012/13**

On Thursday, May 17, 2012, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider intention to levy and collect assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for fiscal year 2012/13 (attached and marked as Exhibit A) was posted at the following locations:

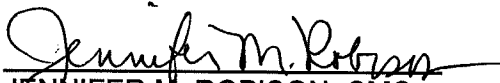
Lodi Public Library  
Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 17, 2012, at Lodi, California.

ORDERED BY:

**RANDI JOHL  
CITY CLERK**

  
JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
MARIA BECERRA  
ADMINISTRATIVE CLERK

**NOTICE OF PUBLIC HEARING**

RESOLUTION NO. 2012-66

A RESOLUTION OF THE LODI CITY COUNCIL  
DECLARING ITS INTENTION TO LEVY AND COLLECT  
ASSESSMENTS FOR THE LODI CONSOLIDATED  
LANDSCAPE MAINTENANCE ASSESSMENT  
DISTRICT NO. 2003-1 FOR FISCAL YEAR 2012/13

=====

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* ("Act") to establish the *Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1* ("Assessment District"); and

WHEREAS, the City of Lodi has retained NBS for the purpose of assisting with the annual levy of the Assessment District and to prepare and file an Annual Report in accordance with §22567 of the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL, AS FOLLOW:

1. Intention: The City Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the improvements for the fiscal year commencing July 1, 2012 and ending June 30, 2013. The City Council finds that the public's best interest requires such action.
2. Improvements: The improvements include, but are not limited to: turf, shrubs, plants and trees, landscaping, irrigation and drainage systems, graffiti removal, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration, and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition.
3. Assessment District Boundaries: The boundaries of the Assessment District are as shown by the assessment diagram filed in the offices of the City Clerk, which map is made a part hereof by reference.
4. Annual Report: Reference is made to the Annual Report prepared by NBS, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District and zones therein and the proposed assessments upon assessable lots and parcels of land within the Assessment District.
5. **Notice of Public Hearing**: The City Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with §22629 of the Act. All objections to the assessment, if any, will be considered by the City Council. The Public Hearing will be held on **Wednesday, June 20, 2012, at 7:00 p.m.** or as soon thereafter as is feasible in the City Council Chambers located at 305 West Pine Street, Lodi, CA, 95240. The City Council further orders the City Clerk to publish notice of this resolution in accordance with §22626 of the Act.

6. Increase of Assessment: The maximum assessment is not proposed to increase from the previous year above that previously approved by the property owners (as "increased assessment" is defined in §54954.6 of the Government Code).

Dated: May 16, 2012

=====


I hereby certify that Resolution No. 2012-66 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 16, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi,  
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Appointment to the Lodi Senior Citizens Commission

**MEETING DATE:** June 20, 2012

**PREPARED BY:** City Clerk

---

**RECOMMENDED ACTION:** Concur with the Mayor's recommended appointment to the Lodi Senior Citizens Commission.

**BACKGROUND INFORMATION:** At the April 18, 2012, meeting, the City Council directed the City Clerk to post for the vacancy on the Lodi Senior Citizens Commission. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointment.

**Lodi Improvement Committee**

Sandy Beglau Term to expire December 31, 2013

NOTE: Six applicants (five new applications; and one application on file);  
posting ordered 4/18/12; application deadline 5/21/12

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Not applicable.

---

Randi Johl  
City Clerk

RJ/JMR

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Monthly Protocol Account Report

**MEETING DATE:** June 20, 2012

**PREPARED BY:** City Clerk

---

**RECOMMENDED ACTION:** None required, information only.

**BACKGROUND INFORMATION:** The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through May 31, 2012.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** See attached.

---

Randi Johl  
City Clerk

RJ/JMR

Attachment

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



# **PROTOCOL ACCOUNT SUMMARY**

**FISCAL YEAR 2011-12**

*Cumulative Report through May 31, 2012*

Date	Vendor	Description	Amount	Balance
				<b>Starting Bal. \$5,000.00</b>
8/23/11	Nelson Photo Supplies	Certificate Holders	136.29	
8/23/11	Target	Sister City Gift Baskets	129.21	
8/23/11	Michael's Crafts	Sister City Dinner Candles & Confetti	24.68	
8/23/11	JoAnne's Fabrics	Sister City Dinner Tulle Doilies	6.45	
11/9/11	Staples	Certificate Holders	10.76	
11/14/11	Staples	Certificate Holders	47.71	
11/15/11	Creative Trophy & Engraving	Reorganization plaques	88.89	
12/13/11	Jan's Sweet Treasures	Christmas cookie deliveries	525.00	
12/13/11	Jan's Sweet Treasures	Reorganization meeting/reception	175.00	
1/3/12	Duncan Press	Business cards for Nakanishi & Mounce	70.00	
1/17/12	Staples	Certificate Holders	47.71	
2/3/12	Target & S-Mart	Supplies for Council reorganization	48.63	
4/17/12	Joann's Fabrics	Purple Ribbon for Certificates	2.14	
5/7/12	C. Sanders Emblems	100 City of Lodi Lapel Pins	318.20	
5/8/12	Village Flowers	Flowers for Family of Captain Joe Hansen	102.23	
			<i>Total Expenditures: (\$1,732.90)</i>	<b>Ending Bal. \$3,267.10</b>

Prepared by: JMR



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Introduce Ordinance Amending Chapter 12.12 - Parks of the Lodi Municipal Code by Repealing and Re-enacting Article V "Skate Parks" in its entirety

**MEETING DATE:** June 20, 2012 City Council Meeting

**PREPARED BY:** Janice D. Magdich, Deputy City Attorney

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**RECOMMENDED ACTION:** Introduce Ordinance amending Chapter 12.12 – Parks - of the Lodi Municipal Code by Repealing and Re-enacting Article V "Skate Parks" in its entirety.

**BACKGROUND INFORMATION:** Parks staff requested the City Attorney's office to revise the Skate Park Ordinance to eliminate the cumbersome I.D. card requirement, expand available uses to include bikes and prohibit smoking and alcohol. Draft revisions to achieve those requests are attached for your review.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None Required.

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Stephen Schwabauer  
City Attorney

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APPROVED:

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Konradt Bartlam, City Manager

ORDINANCE NO. \_\_\_\_\_

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AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF LODI AMENDING LODI MUNICIPAL CODE  
CHAPTER 12.12 – PARKS – BY REPEALING AND  
REENACTING ARTICLE V “SKATE PARKS” IN ITS  
ENTIRETY

Deleted: OF ¶  
THE LODI MUNICIPAL CODE

Deleted: SECTION 12.12.420,  
RELATING TO SKATE PARK  
REGULATIONS

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

**SECTION 1.** Lodi Municipal Code Chapter 12.12 – “Parks” - is hereby amended by  
repealing and reenacting Article V “Skate Parks” in its entirety and shall, read as follows:

Deleted: §12.12.420,

Deleted: relating skate park  
regulations to

12.12.410 Skateboarding, Rollerskating, and Bicycling prohibited in Certain Areas;  
Skate Park Regulations:

A. Skateboarding, rollerskating, in-line skating, bicycling and similar activities  
are prohibited in City Parks and recreational facilities unless specifically  
authorized in areas designed by this article and as further designated by  
resolution of the City Council. The City of Lodi designates and maintains  
as a skate park facility, that area located within Kofu Park at 1145 South  
Ham Lane at Cardinal Street. The boundaries of the skate facility shall be  
defined by a fence and the signs required by this Article.

#### **12.12.420 Skate Park Regulations.**

The following regulations shall apply to the riding of skateboards, in-line skates, roller  
skates or bicycles at, or any other use of, any facility or park owned or operated by the  
City of Lodi, which has been designated a skate park:

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A. Within the skate park, it shall be unlawful for any person to:

- (1) Ride, operate, or use a skateboard, roller skates, in-line skates, or  
bicycle unless that person is wearing a helmet designed for  
skateboarding, roller-skating, in-line skating, and/or bicycle use  
with a chin strap, elbow pads designed for skateboarding, roller-  
skating, in-line skating and/or bicycle use with plastic elbow caps,  
and knee pads designed for bicycle, skateboard and/or in-line  
skating use with plastic knee caps, which equipment shall be in  
good repair at all times during use;
- (2) Ride, operate, utilize a bicycle, skateboard, roller skates, or in-line  
skates unless such equipment is in good repair at all times during  
use;
- (3) Be on or use an individual apparatus within the skate park while  
another person is using it;

Deleted: 1) . Ride, operate, or use a  
skateboard, roller skates, or in-line  
skates unless that person maintains  
in his/her possession a valid skate  
park identification card issued  
pursuant to policies and procedures  
established by the Parks and  
Recreation Department.

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(4)	Place or utilize additional obstacles or other materials (including but not limited to ramps or jumps) within the skate park;	Deleted: 5
(5)	Use the skate park amenities when the surfaces of the amenities are wet or other conditions exist which would adversely affect the safety of bikers, skateboarders or skaters;	Deleted: 6
(6)	Use, operate, or possess any source of amplified music including but not limited to stereo's, boom boxes, and amplifiers.	Deleted: 7
(7)	Enter the concreted portion of skate park unless actively bicycling, skateboarding or in-line skating in accordance with these regulations;	Deleted: 8
(8)	Use, consume, or have within his or her custody or control, food or beverages, or tobacco within the concreted portion of the skate park;	Deleted: 9
(9)	Use, consume, or have within his or her custody or control, alcohol, or illegal drugs within the skate park;	Deleted: 10 Deleted: tobacco products,
(10)	Enter the skate park while under the influence of alcoholic beverages or illegal drugs;	Deleted: 11 Deleted: upon
(11)	Use or possess glass containers, bottles, or other breakable glass products within the skate park;	Deleted: 12
(12)	Use or engage in profanity, reckless and boisterous behavior (including, but not limited to, tandem riding, pushing, horseplay, and bullying) or any activity which could endanger the safety of persons using the skate park or spectators;	Deleted: 13
(13)	Engage in graffiti, tagging, or other defacing of City property or the properties of others;	Deleted: 14
(14)	Ride, operate, or utilize any device other than a bicycle, skateboard, roller skates, or in-line skates (prohibited devices include, but are not limited to, motor vehicles, motorized skateboards, and motorized skates), within the skate park;	Deleted: 15 Deleted: bicycles, Deleted: on
(15)	No person shall enter or remain in or upon the skate park premises: 1) while closed, as determined by the Parks and Recreation Department, or 2) between the hours of 9:00 P.M. and 10:00 A.M.	Deleted: 16
(16)	Use or have within his or her custody or control, board wax, within the skate park.	Deleted: 17
(17)	No person shall enter the skate park with any animal.	Deleted: 18 Deleted: in or upon Deleted: premises

B. The skate park shall be posted with signs at the following locations:

- (1) At the entrance to the skate Park; and
- (2) On the fences of the skate park, facing the interior of the skate park, and in such places inside the park as determined by the City. The signs shall not be less than 2 feet by 3 feet in size and shall use black letters on a white background. The signs may, but shall not be required to, summarize the regulations governing the use of the skate facility. Each sign shall contain, in letters not less than ½ inch in height, the following language:

WARNING

BICYCLING, SKATEBOARDING AND IN-LINE SKATING ARE HAZARDOUS RECREATION ACTIITIES. USE OF THIS FACILITY MAY RESULT IN SERIOUS INJURIES OR DEATH. THE CITY OF LODI DOES NOT ASSUME ANY RESPONSIBILITY FOR INJURIES OR DEATH. EACH PERSON ENTERING THE FACILITY ASSUMES ALL RISK OF INJURY OR DEATH. CALIFORNIA HEALTH AND SAFETY CODE §115800.

IT IS UNLAWFUL FOR ANY PERSON TO RIDE, OPERATE, OR UTILIZE A BICYCLE, SKATEBOARD OR IN-LINE SKATES UNLESS THE PERSON IS WEARING A HELMET DESIGNED FOR BICYCLE, SKATEBOARD AND/OR IN-LINE SKATING WITH A CHIN STRAP, ELBOW PADS DESIGNED FOR BICYCLE, SKATEBOARD AND/OR IN-LINES SKATING USE WITH PLASTIC ELBOW CAPS AND KNEE PADS DESIGNED FOR BICYCLE, SKATEBOARD AND/OR IN-LINE SKATING USE WITH PLASTIC KNEE CAPS, WHICH EQUIPMENT SHALL BE IN GOOD REPAIR AT ALL TIMES DURING USE. IT IS UNLAWFUL FOR ANY PERSON TO RIDE, OPERATE, OR UTILIZE ANY DEVICE OTHER THAN NON-MOTORIZED BICYCLES, NON-MOTORIZED SKATE BOARDS AND NON-MOTORIZED SKATES. IT IS UNLAWFUL FOR ANY PERSON TO SMOKE, CONSUME ALCOHOLIC BEVERAGES, OR PLAY AMPLIFIED MUSIC WITHIN THE SKATE PARK. ANY PERSON FAILING TO COMPLY WITH THIS SECTION SHALL BE SUBJECT TO CITATIONS AND PENALTIES PURSUANT TO LODI MUNICIPAL CODE SECTION 1.08.010.

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Deleted: A VALID CITY ISSUED SKATE PARK IDENTIFICATION CARD IS REQUIRED TO BE IN THE POSSESSION OF EACH PERSON USING THIS FACILITY. ANY PERSON FAILING TO COMPLY WITH THIS REQUIREMENT SHALL BE SUBJECT TO CITATIONS AND PENALTIES PURSUANT TO LODI MUNICIPAL CODE SECTION 1.08.010.¶

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12.12.430 Violations.

Every act prohibited or declared unlawful and every failure to perform an act made mandatory by this chapter shall be prosecuted as a misdemeanor for violations of subsections (A) (9) through (10), (A) (13) and A (14) of Section 12.12.420. All other violations shall be prosecuted as an infraction as provided in Section 1.08.010 of this Code.

SECTION 2. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 3. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care toward persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 5. This ordinance shall be published one time in the "Lodi News-Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi and shall be in force and take effect thirty days from and after its passage and approval.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
JOANNE MOUNCE  
Mayor

Attest:

RANDI JOHL  
City Clerk

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State of California  
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. \_\_\_\_ was introduced at a regular meeting of the City Council of the City of Lodi held June 20, 2012, and was thereafter passed, adopted and ordered to print at a regular meeting of said Council held \_\_\_\_\_, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES; COUNCIL MEMBERS – ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. \_\_\_\_ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

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RANDI JOHL  
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER  
City Attorney